STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
SEPTEMBER 13, 2021

AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, SEPTEMBER 13, 2021, IN THE AT COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS LISTED BELOW:

6:00 PM – REGULAR MEETING

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE – United States and State of Texas

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

4. COUNCIL COMMENTS AND REPORTS

5. PUBLIC COMMUNICATIONS

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda; as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney or Municipal Judge, shall not be discussed and shall be referred to City Management.

6. WORK SESSION

A. Receive and discuss a presentation regarding the drainage projects update.

B. Receive and discuss a presentation regarding the Future Land Use Map.

7. PROPOSED BUDGET AND TAX RATE FOR FISCAL YEAR 2021-2022

A. Conduct a public hearing to receive comments both oral and written regarding the proposed tax rate for fiscal year 2021-2022.

B. Consideration and take possible action on a proposed ordinance for first and final reading approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2021-2022; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.
1.) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2021-2022, as required by Local Government Code Section 102.007 (c).

C. Consideration and possible action on a proposed ordinance for first and final reading providing for the levy and collection of Ad Valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2021, and ending September 30, 2022; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

8. ZONE CLASSIFICATION CHANGE REQUEST TO CHANGE APPROXIMATELY 3.65 ACRES FROM COMMUNITY SHOPPING CENTER TO INDUSTRIAL AT INDUSTRY PARK

A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

9. ZONE CLASSIFICATION CHANGE REQUEST TO CHANGE APPROXIMATELY 1.00 ACRE FROM SINGLE FAMILY RESIDENTIAL TO COMMUNITY SHOPPING CENTER

A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County,

Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

10. ZONE CLASSIFICATION CHANGE TO AMEND AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT 2019-37 TO INCORPORATE 26.921 ACRES OF ANNEXED PROPERTY

A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for 183.386 acres of land located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

11. ZONE CLASSIFICATION CHANGE REQUEST TO REPLACE SPECIFIC USE PERMIT 98-22 WITH A REVISED SPECIFIC USE PERMIT THAT WILL OVERLAY ALL OF THE DESCRIBED PROPERTIES WHICH ARE ZONED SINGLE FAMILY RESIDENTIAL

A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).

B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).

12. ZONING ORDINANCE AMENDMENTS TO ACCOMMODATE THE DEVELOPMENT OF INDUSTRIAL ZONED PROPERTIES IN THE PANHANDLE AREA

A. Conduct a public hearing to receive comments, both oral and written regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

B. Consideration and possible action on a proposed ordinance for first reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

13. ZONING ORDINANCE AMENDMENTS TO INCREASE MITIGATION REQUIREMENTS TO PROMOTE PRESERVATION OF EXISTING TREES

A. Conduct a public hearing to receive comments, both oral and written regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

B. Consideration and possible action on a proposed ordinance for first reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

14. CITY MANAGER'S REPORT

A. Present an update regarding the Coronavirus Disease 2019 (COVID-19).

B. Present an update regarding the Mission Lifeline EMS Award.

C. Present an update regarding receiving a Texas Association of Municipal Information Officers Award.

15. BUSINESS ITEMS

A. Discuss and take possible action regarding RFQ 2021-01 for engineering services for water system improvements.

B. Discuss and take possible action regarding the naming of a city facility currently known as the Imperial Estates Detention Basin to the Harold L. Whitaker Storm Water Basin.

C. Discuss and take possible action on the appointments of (i) Ethel Zansler to complete the unexpired term of Mona Palmer which is set to end on November 30, 2022; (ii) Rosie Olivo to complete the unexpired term of Dennis Rundell, which is set to end on November 30, 2023; (iii) Tammy Hill to complete the unexpired term of Yolanda Robles, which is set to end on 11/30/2021; and (iv) Michael Culp to complete the unexpired term of Nancy Mastrofrancesco, whose term is set to end on November 30, 2023, as well as, (v) to appoint Charlene Mizener as a regular member from an alternate on the Friendswood Senior Citizen Advisory Committee.

D. Discuss and take possible action regarding ratifying the City Manager's signature on a contract to purchase Lot 19 of Friendswood Forest, a subdivision in Galveston County, Texas known as Abstract 151 S. McKissick Survey, Lot 19, Friendswood Forest and authorize the City Manager to close on said property.

E. Discuss and take possible action regarding ratifying the City Manager's signature on a contract to purchase 706 N. Clear Creek Drive, Friendswood, Texas, also known as Lot 20 of Friendswood Forest, a subdivision in Galveston County, Texas and authorize the City Manager to close on said property.

F. Discuss and take possible action on the City Hall Studio Project and authorize its related agreement with Ford AV.

G. Discuss and take possible action regarding amendments to the City's Appointment Policy for Boards, Committees, and Commissions.

16. ORDINANCES AND RESOLUTIONS

A. Consideration and possible action regarding a proposed resolution approving revisions to the City of Friendswood Sports Field Use Policy.

B. Consideration and possible action regarding a proposed resolution dedicating the use of real property as Municipal Park Land and declaring its acceptance and inclusion into Stevenson Park and repealing all other resolutions inconsistent or in conflict herewith.

C. Consideration and possible action regarding a proposed resolution amending the Planning and Zoning Commission Rules of Procedure.

D. Consideration and possible action regarding a proposed resolution regarding nomination(s) to the Board of Directors of the Galveston County Appraisal District (GCAD) for a two-year term set to begin January 1, 2022, and end on December 31, 2023.

E. Consideration and possible action regarding a proposed ordinance for the second and final reading of an ordinance for proposed amendments to Appendix C Zoning Ordinance, Section 7.Q.2 "Regulation Matrix - Commercial Districts and Regulation Matrix - Residential Districts" in order to clarify reference notes and Section 7.Q.3 "Area and Height Exceptions" to add an exception for building height.

F. Consideration and possible action regarding a proposed ordinance for the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

17. CONSENT AGENDA

A. Consider authorizing the final acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project at the completion of the contractor's one-year maintenance bond.

B. Consider authorizing the acceptance of the 2020-2021 Concrete Street Maintenance Program and initiate the contractor's one-year maintenance program.

C. Consider approving the ratification of the City Manager's signature on an agreement with Clear Creek Independent School District for School Crossing Guards.

D. Consider approving the ratification of the Mayor and City Manager signatures on an interlocal agreement with the Galveston County Parks & Cultural Services Department for the FY2022 Meal Program.

E. Consider accepting the July 2021 tax report.

F. Consider approving the minutes of the City Council Retreat held on July 10, 2021.

G. Consider approving the minutes of the City Council Regular meeting held August 2, 2021.

H. Consider approving the minutes of the City Council Special Meeting held on August 30, 2021.

I. Consider approving an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program and authorizing the Mayor to execute the contract.

J. Consider approving a contract with Galveston County Health District for Water Pollution and Abatement Services for 2021-2022 and authorize the Mayor to execute the agreement.

18. EXECUTIVE SESSION

A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Global Opioid Settlement.

B. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss the Municipal Judge position.

19. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

A. Consideration and possible action on a proposed resolution regarding the Global Opioid Settlement.

B. Consideration and possible action regarding the Municipal Judge position.

20. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICE MUST BE MADE TWO (2) BUSINESS DAYS OR MORE PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 996-3270 FOR FURTHER INFORMATION.

I, LETICIA BRYSCH, **CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC AND IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, ON THIS THE 9TH DAY OFSEMPTEMBER, 2021, AT 5:00P.M.**



LETICIA BRYSCH, CITY SECRETARY

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding the drainage projects update.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The September 2021 Drainage Update highlights the City's ongoing drainage projects including the Clear Creek Utility Relocation, Frenchman's Creek Green Space, Forest Bend Detention; and discusses a regional partnering opportunity at the FM 1959 detention basin. The presentation will also include a brief discussion on the Timber Creek Embankment and give an overview of upcoming mitigation and infrastructure grants the City is currently pursuing.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Presenting ongoing City and regional drainage projects and efforts to Council will better prepare them to discuss the City's drainage concerns and assist them in acting on critical drainage and flood control action items requiring their input and/or consent.

RECOMMENDATIONS

Listen and interact with Engineering staff to gain insight into the City's ongoing drainage projects and pursuits.

ATTACHMENTS

1. Sept 2021 Drainage Update Draft

CITY OF FRIENDSWOOD

September 2021 Drainage Update

Samantha Haritos – Deputy Director of Engineering

Flood Control Project Map Placeholder

Clear Creek Utility Relocation

Community Block Development Grant

Completed Activities

- **Engineering Design Complete**
- **Permits Approved – Harris County Flood Control District; US Army Corps of Engineers (USACE) Nationwide Permit 58**
- **Easements – City of Friendswood / Texas General Land Office**

Upcoming Activities

- **Competitive Sealed Bids – Due 9/16/2021;**
- **Selected Contractor Presented to Council for Award - 10/4/21**
- **Construction Kickoff by Early November 2021**

Clear Creek Utility Rack Relocate

Image Placeholder

Forest Bend Offline Detention

Community Development Block Grant

Engineering Phase at 95% Completion

- City of Friendswood Review Completed
- Harris County Community Development Services Review In Process
- Environmental Review – Archeological Requiring Further Review

Project Features: 53 Ac-Ft Capacity; Meandering Layout with Wetland Plantings; Concrete Trails with Solar Lighting

Construction Phase – Out for Bid September / Award November Council

Timeline: 288 Days Duration

Forest Bend

- **Image Placeholder**

Frenchman's Creek Green Space

City of Friendswood

- Participant Units Appraised
- Texas General Land Office (GLO) Reviewing Intake Forms
- Environmental Assessment – Release of Funds Notice to Texas GLO 9/8/2021

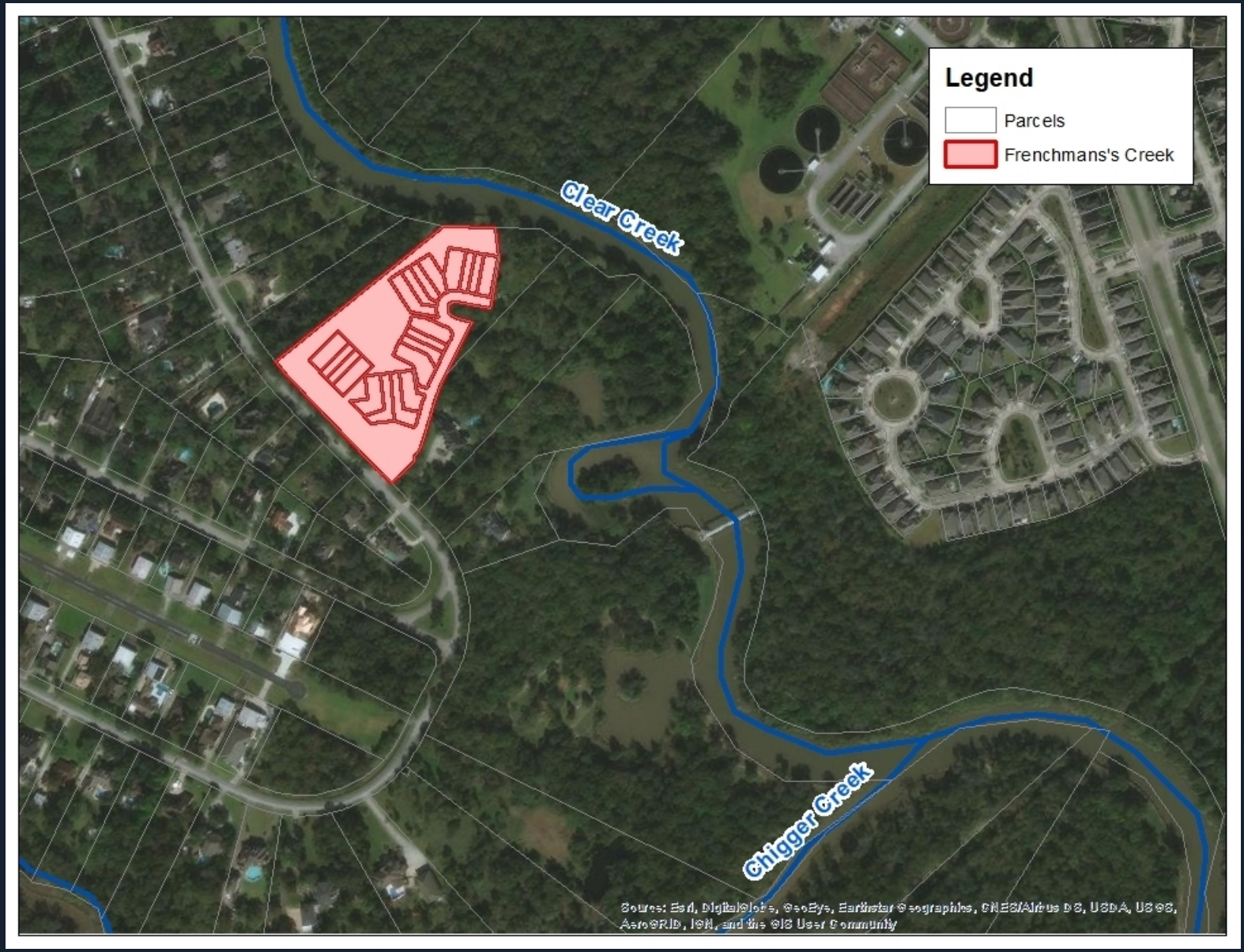
Galveston County

- Finishing up Appraisals (Estimated Completion by Mid October)
- Texas GLO will need to Complete Intake Review

Remaining Activities

- Demolition
- Hydromulching
- Donation of Green Space to City by Frenchman's Creek Homeowners Association

Frenchmen's Creek



FM 1959 Detention Basin

Location: Friendswood/Pearland Border Along Harris County Side of Clear Creek

Features: 1000 Ac-Ft Detention Basin

Benefits – Flood Risk Reduction; Water Quality; Recreational Opportunities; Detention Credits

Status: Preparing Project Application for HCFCD

FM 1959 Detention Basin

Project Map Placeholder

Timber Creek Embankment / Bypass Channel

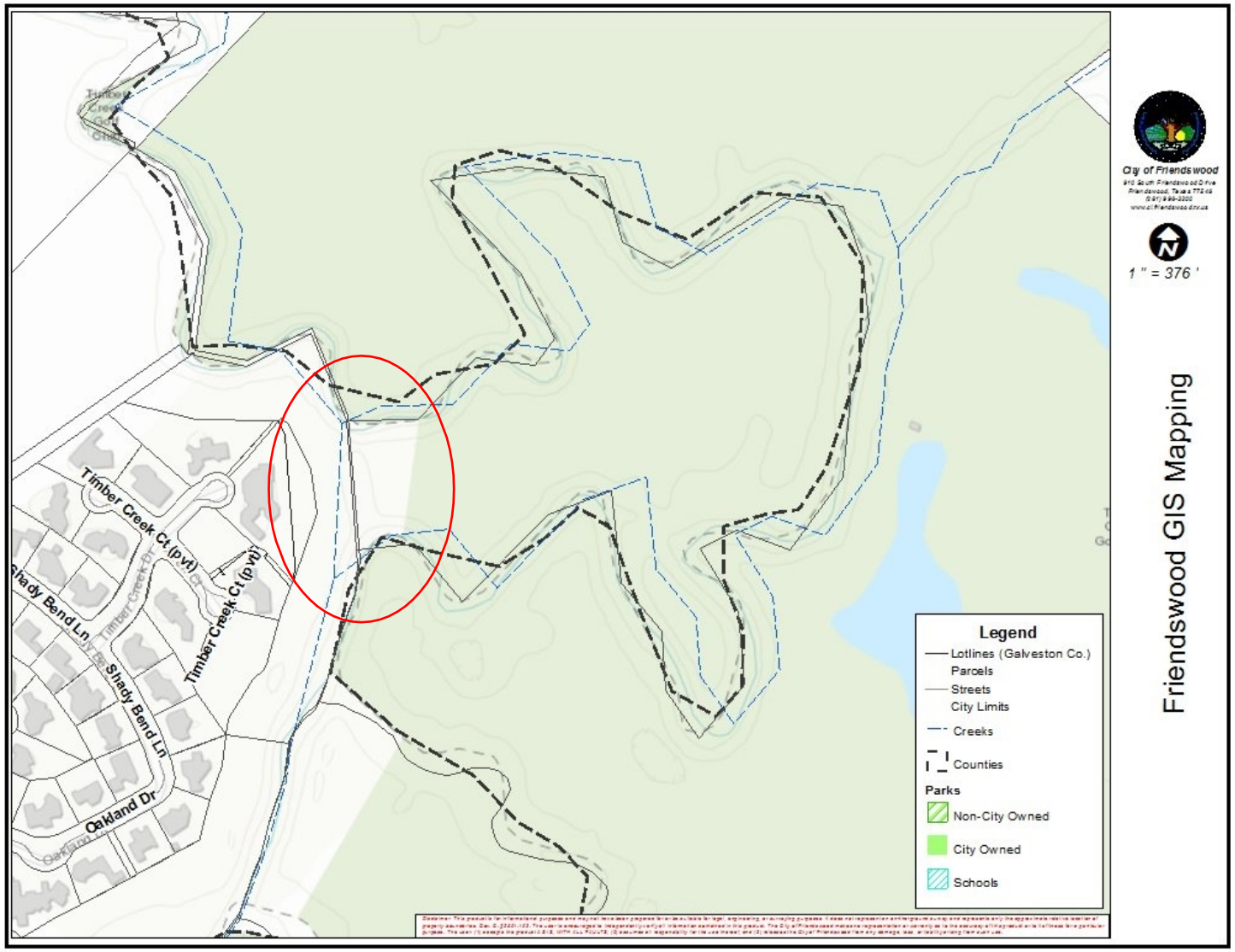
Historical Imagery - Crossing Exists Back to 1940s (Following Slides)

Cursory Modeling Exercise Results

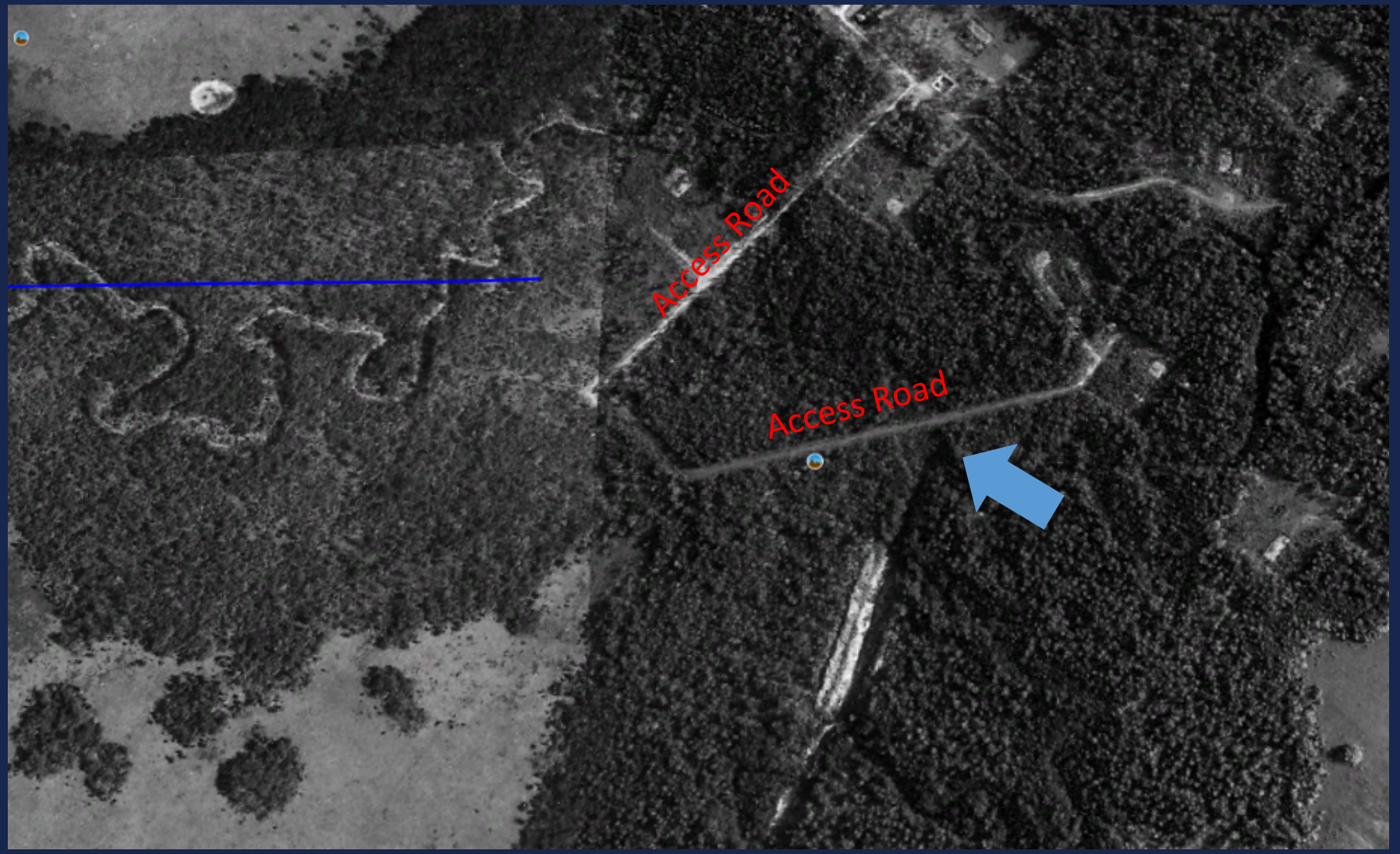
- **Minimal Benefits for Smaller Storm Events**
- **No Benefit for Larger Storm Events**
- **Downstream Impacts would Require Offline Detention Mitigation, US Army Corps of Engineers (USACE) and Federal Emergency Management Association (FEMA) Involvement**

City of Friendswood is Not Opposed to Any Projects at This Location

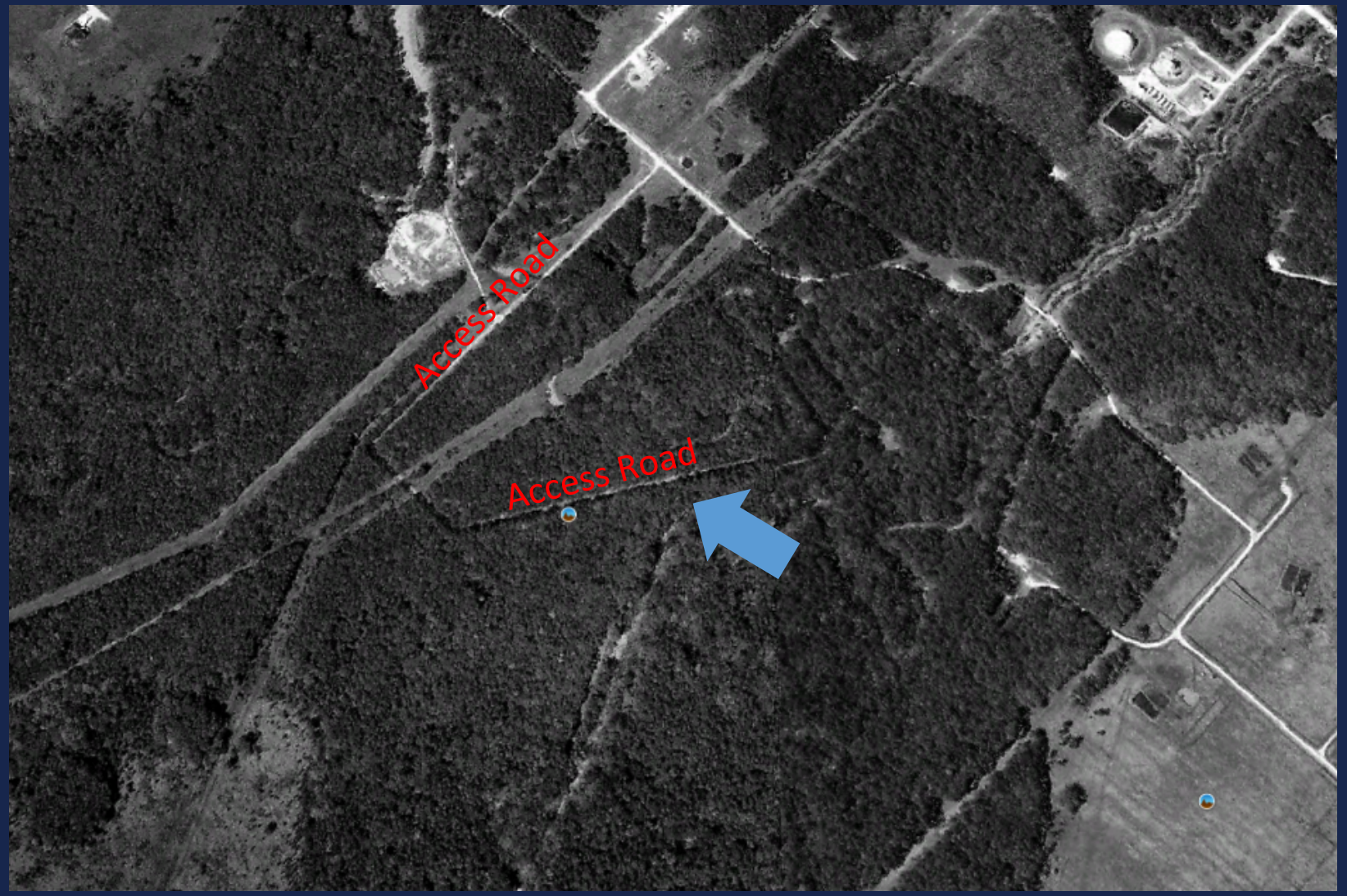
Timber Creek Bypass Channel



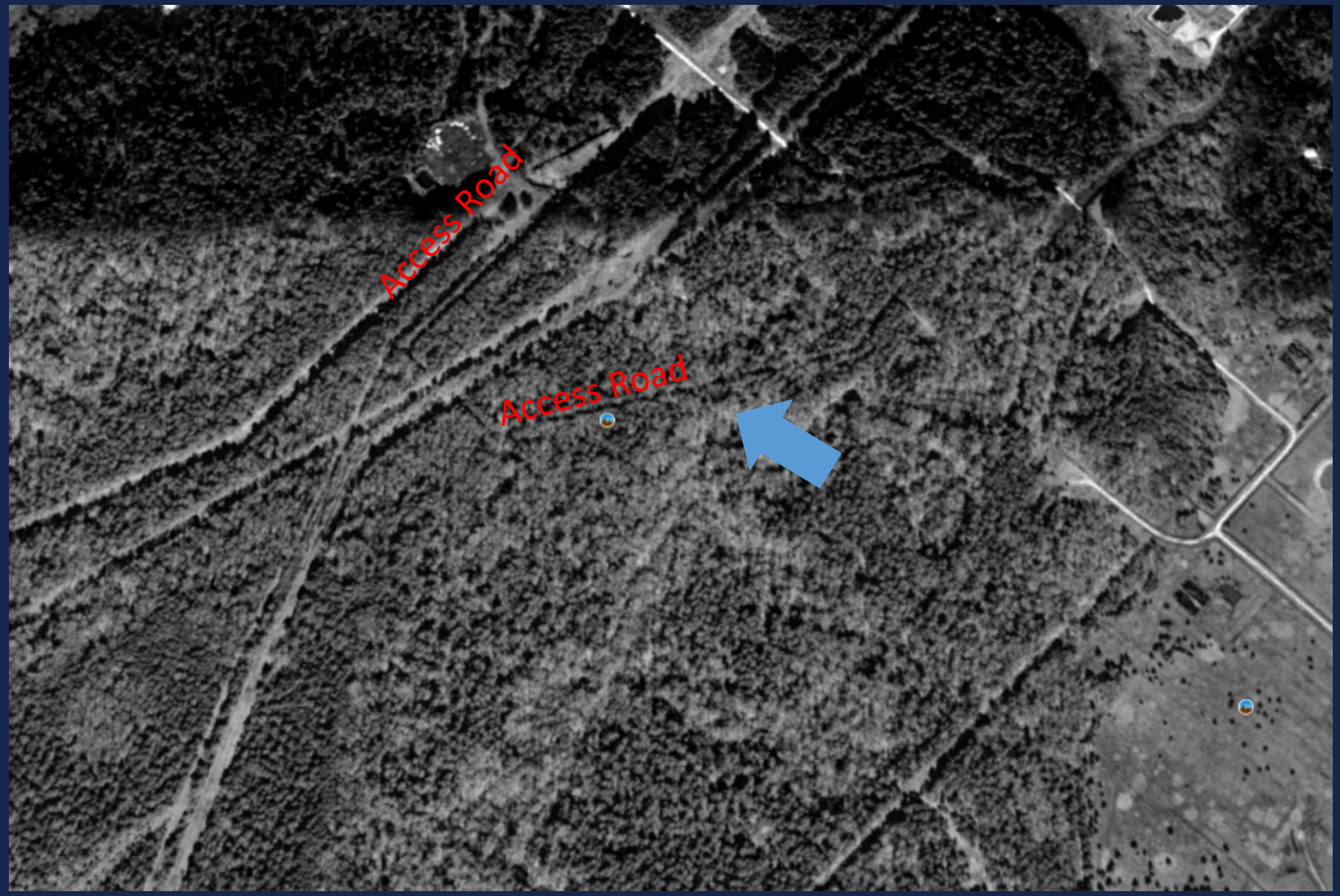
Timber Creek 1944 Crossing



Timber Creek 1978 Crossing



Timber Creek 1995 Crossing



Timber Creek 2002 Crossing



Upcoming Grant Applications

Texas Department of Emergency Management (TDEM) Texas Hurricane Laura Grant – (Due 11/5/2021)

City of Friendswood Master Drainage Plan

Texas Department of Emergency Management (TDEM) Texas Winter Storm Mitigation Grant DR4586 – (Due 11/5/2021)

Elevated Generator for Lift Station 22

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding the Future Land Use Map.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning Subcommittee conducted several public outreach efforts during the month of June regarding the May 2021 version of the Draft Future Land Use Map (attached). On Friday, June 11, Travis Mann, Marcus Perry and Aubrey Harbin attended the concert in the park to provide information and questions. Then, on Saturday, June 12, Thomas Hinckley, Marcus Perry and Aubrey Harbin set up an information booth at the Farmers Market from 9am to noon at Stevenson Park and visited with multiple residents. There was a mix-up in communication, so two Town Hall meetings were held on Tuesday, June 14, at City Hall in the Council Chambers at 6pm and 7pm. Both town hall meetings had great attendance! Approximately 20 people attended to provide their input regarding various subjects. The Information was also on display at the Friendswood Public Library from June 7 through July 2. We also received 4 emails including questions and comments about various properties.

The map and flyer included a QR code by which residents could access a comment box to provide their written comments. Overall, we received 24 comments via the QR site. The Subcommittee and staff reviewed all of the comments received and made the necessary decisions regarding the draft of the map. We also grouped the comments into 6 broad categories and crafted responses to those categories.

Following input from residents and the public, the Subcommittee made final decisions regarding the draft Future Land Use Map and presented the new draft to the full Commission. The current version being presented is the August 2021 Draft.

Changes to this version include removing the Major Thoroughfare Plan layer, adding a color category for Garden Home Developments (not to be confused with multi-family developments), changing 1301 S. Friendswood Drive and adjacent triangle to Low Density Residential, and changing 9.88 acres (between Sunmeadow entrances) on FM 528 from Low Density Residential to Retail. The "Summary of Changes from the 2008 Map to the August 2021 Draft" details the major changes to the map and corresponds to the notes on the "Draft Future Land Use Map August 2021 w Notes."

The purpose of this work session is to obtain any input or suggested changes from City Council regarding the draft map. The next step is to adopt the map by ordinance during the months of October, November and December, and then proceed with rewriting the corresponding chapters of the Comprehensive Plan.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the Future Land Use Map will provide a current guide to staff and developers regarding future development.

RECOMMENDATIONS

ATTACHMENTS

1. Draft Future Land Use Map August 2021
2. Draft Future Land Use Map August 2021 w Notes
3. Summary of Future Land Use Map Changes from 2008 Map to August 2021 Draft
4. QR Site Comments as of 07-15-2021
5. Subcommittee Responses to Public Comments 08-19-2021 - Harbin clean copy
6. Timeline to Update Future Land Use Map 2021

TM

Future Land Use
Draft
August 2021

" A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries."

Future Land Use- Proposed 2021

- SFR- Estate
- Low Density
- Garden Homes
- High Density Residential
- Mixed Use
- Office, Business Park
- Retail
- Industrial
- Parks
- Public and Semi-Public
- Regional Detention
- Buyout Lots
- Brio
- Downtown District Outline
- City Limits

N W E S

0 0.5 1 2 Miles

Esri Community Maps Contributors, City of Houston, HPB, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Source: The City of Friendswood Department of Community Development and GIS Division, 2021

August 2021 DRAFT Map with Notes corresponding to Summary of Changes from 2008 to 2021 Spreadsheet

2. Changed to Open Space; land purchased by Harris County

12. Changed Timber Creek Golf Course property from Open Space to Industrial

1. Changed Northeastern section of map that was Special Study NonResidential with Industrial Emphasis changed to Industrial with a Retail corridor along FM 2351

11. Changed all tracts within the DD Boundary to Mixed Use with the exception of the city and school facilities and parks

3. Alton Todd property -Changed from Special Study NonResidential with Commercial Emphasis to Low Density Residential

4. Changed eastern parcel (undeveloped land) that was Special Study NonResidential with Commercial Emphasis to be Retail along FM 528 and Low Density Residential behind, which also matches up to City of League City Future Land Use Map

17. Changed from Public to Low Density Residential - FISD plans to sell the property

13. Changed Whitcomb Property from Mixed Use to Retail

18. Added a commercial node along the future Friendswood Lakes Blvd/ Friendswood Parkway

8. Created a 500 ft Retail setback along W Parkwood Ave and future Friendswood Lakes Blvd. per FM 528 Strategy Plan

5. The parcels indicated on the map have been changed to Retail; one zone change was already approved to Neighborhood Commercial (NC) and adjacent property is also zoned Community Shopping Center (CSC)

9. Changed from Special Study NonResidential with Commercial Emphasis to Low Denisty Residential

10. Changed from Special Study NonResidential with Commercial Emphasis to Retail

19. Changed from Low Density Residential to Retail

15. Changed from Low Density Residential to Retail

14. Changed from Low Density Residential to Parks

20. Added a new category for Garden Home Developments to differentiate Garden Homes from Multi-Family Residential developments that allow attached housing. Garden Homes are detached single family homes.

16. Changed from Industrial to Office, Business Park in the interest of protecting adjacent residential property

7. Changed from Special Study NonResidential with Light Industrial Emphasis to Retail (frontage along FM 528 in front of future Georgetown Subdivision)

6. Changed southern portion of map that was Special Study NonResidential with Light Industrial Emphasis to reflect Low Density Residential and Industrial uses; many development difficulties in this area including lack of utilities, gun range, pipelines, etc.; development of Georgetown Subdivision is in process; an agreement with a builder/developer was started in 2014.

Esri Community Maps Contributors, City of Houston, HPB, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

FRIENDSWOOD TEXAS FOUNDED 1895 TM

Future Land Use Draft August 2021

" A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries."

Future Land Use- Proposed 2021
- SFR- Estate
- Low Density
- Garden Homes
- High Density Residential
- Mixed Use
- Office, Business Park
- Retail
- Industrial
- Parks
- Public and Semi-Public
- Regional Detention
- Buyout Lots
- Brio
- Downtown District Outline
- City Limits

Removed the Major Thoroughfare Plan Layer and Legend from the Map to avoid confusion in the future if the MTP is amended.

N W E S

0 0.5 1 2 Miles

Source: The City of Friendswood Department of Community Development and GIS Division, 2021

PROPOSED CHANGES TO FUTURE LAND USE MAP

August 2021

Overall changes:

Added statement "A comprehensive plan shall not consitute zoning regulations or determine zoning district boundaries." This is in accordance with LGC 213.005 Notation on Map of Comprehensive Plan.

Changed the color scheme to match standard Land Use map guidelines.

Changed OPD/BP zoned properties to "Office, Business Park" Classification

Separated the previous "Open Space, Floodway, Public" category into four categories:

1. Parks
2. Buyout Lots
3. Regional Detention
4. Public & Semi-Public (schools, churches, city owned facilities)

Removed the Major Thoroughfare Plan layer.

Land use changes from 2008 Future Land Use Map :

1	Changed Northeastern section of map that was Special Study NonResidential with Industrial Emphasis changed to Industrial with a Retail corridor along FM 2351
2	Changed to Open Space; land purchased by Harris County
3	Alton Todd property -1301 S. Friendswood Drive - Changed from Special Study NonResidential with Commercial Emphasis to Low Density Residential; also changed the adjacent small triangle from High Density Residential to Low Density Residential
4	Changed eastern parcel (undeveloped land) that was Special Study NonResidential with Commercial Emphasis to be Retail along FM 528 and Low Density Residential behind, which also matches up to City of League City Future Land Use Map
5	The parcels indicated on the map have been changed to Retail; one zone change was already approved to Neighborhood Commercial (NC) and adjacent property is also zoned Community Shopping Center (CSC)
6	Changed southern portion of map that was Special Study NonResidential with Light Industrial Emphasis to reflect Low Density Residential and Industrial use; many development difficulties in this area including lack of utilities, gun range, pipelines, etc.; development of Georgetown Subdivision is in process
7	Changed from Special Study NonResidential with Light Industrial Emphasis to Retail (frontage along FM 528 in front of future Georgetown Subdivision)
8	Created a 500 ft Retail setback along W Parkwood Ave and future Friendswood Lakes Blvd. per FM 528 Strategy Plan
9	Changed from Special Study NonResidential with Commercial Emphasis to Low Density Residential
10	Changed from Special Study NonResidential with Commercial Emphasis to Retail
11	Changed all tracts within the DD Boundary to Mixed Use with the exception of the city and school facilites and parks
12	Changed from Open Space to Industrial

PROPOSED CHANGES TO FUTURE LAND USE MAP

August 2021

13	Changed from Mixed Use to Retail; several requests to change the zoning over the years to include a residential component has failed.
14	Changed from Low Density Residential to Parks - portion of Lake Friendswood
15	Changed from Low Density Residential to Retail - frontage on FM 528 and in accordance with FM 528 Strategy Plan
16	Changed from Industrial to Office, Business Park in the interest of protecting adjacent residential property
17	Changed from Public to Low Density Residential - FISD plans to sell the property
18	Added a commercial node on the future Friendswood Lakes Blvd/Friendswood Parkway at future Falling Leaf
19	Changed 9.88 acres from Low Density Residential to Retail
20	Added a category for Garden Home Development to differentiate from High Density Residential; Added a new category for Garden Home Developments to differentiate Garden Homes from Multi-Family Residential developments that allow attached housing. Garden Homes are detached single family homes.

Public Comments regarding Draft 2021 Future Land Use Map
July 14, 2021

ObjectID	Comments:	Name:	E-Mail:	CreationDate	Comments/Questions:
1	Expanding and extending Friendswood Lakes Blvd and connecting it to West Ranch is a great idea, especially with the new Cline Elementary school going in West Ranch. However I do not think adding high density housing along the road is a good idea.	Friendswood is a small town community and building more apartment complexes will take away from that. More single	Rcoscia4726@gmail.com	6/10/2021 14:49	
2	Why do we need a chunk of hi density land use behind sterling creek and san jaoquin estates? Will this be an extension of sterling creek homes or apartment buildings?	Hank canup	Titanhank@yahoo.com	6/10/2021 14:56	
3	Why is the city adding more retail when we already have many unused and empty store fronts? Is not empty retail space worse than a lower than 20% commercial ratio?	Nicole Williams	Nmwilliams320@gmail.com	6/10/2021 15:47	
4	What is orange? We don't want an apartment complex or retirement living complex right behind our home on Dominion court. We purchased our homes after being told only houses not apartments or senior assisted living would build behind us.	Waynette Vu	cmvx3@yahoo.com	6/10/2021 16:59	
5	Is there a reason there isn't more green space planned? Why do we have to pack so many homes and high density housing in every little spot instead of having some green space to enjoy?	Carla McGuinness	Momof5dragons@gmail.com	6/10/2021 18:02	
6	Our little city is just turning into nothing more than neighbouring Clear Lake City. Empty strip centers and horrendous traffic and every bit of green being stripped away and replaced with concrete.	Michelle Daniel	Hmsmiller@yahoo.com	6/10/2021 19:10	
7	My concern is turning the field in front of Friendswood trails into retail. This may devalue the homes in the area and cause potential theft problems. I would be happy with putting in patio homes or townhomes in that area instead.	Stacey	Stacey0829@att.net	6/11/2021 2:28	
8	Please consider leaving some green spaces instead of building more retail. I don't think we need more shopping centers and parking lots while we have so many that sit empty on 528. Building everything up will just contribute to future flooding issues.	Stefanie Campbell	stefaniecampbell13@yahoo.com	6/11/2021 4:03	
9	I think it is sad that there is so little green space (park land) in Friendswood. Please add more parks with old trees!	Amy Weaver	Amyweaverus@gmail.com	6/11/2021 15:15	
10	What is the overall plan for the mix use areas	Tristan Crum	Tristancrum@gmail.com	6/12/2021 1:20	
11	I believe the best use for the Cline Elementary site would be to turn it into another park/community center for the city. It already has playground equipment and parking space. Adding more homes will impact the traffic in the area as well.	Haley Hunter If you were to add a sidewalk connecting Cline to old town park, an entire walking trail/loop could be created from Cline all the way to Stevenson and back. Something Friendswood seriously lacks compared to other near by communities.	hrhuntertx@gmail.com	6/14/2021 15:37	
12	I'm against 1301 Winding Way zone change from SFR to Mixed Use Tx DoT will only allow access via Winding Way significantly reducing Charleston property values & increasing Winding Way traffic. It's across a busy street & water from Downtown-not an endcap	Kathy Rogers	krogers@classwide.com	6/15/2021 2:01	
13	The city already voted down prop D. Please stop trying to force your desires onto others. The changes you are attempting to make with Friendswood Lakes Blvd will have negative impacts on some peoples lives and property values (myself included).	Matt Walkup	mattwalkup@gmail.com	6/15/2021 2:02	
14	The city of Friendswood does not need anymore empty retail space or multifamily housing. Leave Alton Todd's property as SFR. This property is outside the Business district and we should not change the zoning to benefit one person's bottom line.	William D. Reeves	alphaflt2@aol.com	6/15/2021 16:31	
15	Comment: 1301 Winding Way SFH to MU Describing this as an end cap to the Downtown is not correct. This property is not a walkable addition to the present downtown as you have to cross the Coward's Creek bridge which is not advantageous to walkers at all.	Joan Cooper	cooperjb@sbcglobal.net	6/19/2021 23:15	

Public Comments regarding Draft 2021 Future Land Use Map
July 14, 2021

16	In regards to the zone change at1301 Winding Way, I am writing to ask that you NOT make this a multi use zone and keep in single family residential. While I understand that the taxing and other factors make multi use attractive to the city, we have a tremendous amount if it coming into our quaint little town, and just how many strip centers or multi story office buildings do we need? The traffic flow in our town is not set up to support this type of growth. Please don't forget what makes our town!	Molly Crow	mollydalecrow@gmail.com	6/21/2021 20:48	
17	Regarding the proposed zoning change for 1301 Winding way. I am in opposition of changing the zoning of 1301 Winding Way to anything other than single family use. Wind Way is already congested as everyone cuts thru it to avoid the light at 518 and 521. There are times that you can not get out of Pilgrims Point (Charleston St) because at times the traffic is backed from either 518 or 521. More traffic will only add to the congestion.	John Morawski 103 Charleston St	morawsu@swbell.net	6/21/2021 21:40	
18	This seems to be proposed as an end cap to the down town district. This is beyond the "end" of the down town district. It should stay as currently zoned.	Nicole Pitts Ferguson	castles96@aol.com	6/22/2021 14:46	
19	There have been a lot of problems with flooding on the odd numbered side of Charleston, which backs up to this property. I am very concerned that this could cause more flooding issues if it's a mixed use or commercial.	Noah Ferguson	boatman681@gmail.com	6/22/2021 14:48	
20	The small triangle of land south of cowards creek and east of 518 is shown as high density residential. There is really no good way to access it except to go thru low density residential or build a bridge across Cowards Creek. Needs to be LD residential. The DDB' s should have well defined useable boundaries like roads with ready access from all sides. The two areas just north of Cowards Creek and on either side of FM 518 do not logically fit with a DD . Whispering Pines and S Park should be the boundary	Jim Gibson	gibson482@hotmail.com	6/22/2021 16:11	
21	I live on Charleston Dr and changing the zoning from Single Family Residential to Mixed use for the property located at 1301 Winding Way would have a meaningful impact to our subdivision: Increased traffic, safety, property values, curb appeal. Please keep 1301 Winding Way zoned as Single Family Residential.	Oscar A. Moreno	chelino72@yahoo.com	6/22/2021 17:20	
22	Re: Property at corner of FM518 & Winding Way, proposed to be changed from Low Density Land Use (currently zoned SFR) to Mixed Use Land Use. I am opposed to the proposed change due to increased traffic on Winding Way that may result, & negative effect on And, due to it's "openness", during Harvey this no doubt helped prevent more flooding in Pilgrims Point Subdivision. adjacent Pilgrims Point subdivision (Charleston St.) With over half of this property in 100 year flood plain, & rest in the 500 year, better use may be as public open space or floodway due to its proximity to Clear Creek and Chigger Creek.	Wesley Patterson Since I have more characters left, a future SFR-Estate use would also seem more appropriate, even if homes must be built on stilts like beach houses due to probably flooding. This land flooded severely during Harvey.	w-l-patterson@att.net	6/22/2021 19:57	
23	Hello The proposed mapping change to property 1301 winding way (40 acreas) from single family to mix use. I do not agree with this change. Also not all members on the board agreed. See: 1. This will cause more flooding in the future to Pilgrims Point. 2. Pilgrims Point has already flooded & this change will jeopardize this neighborhood. 3. This 40 acres track 1301 has the creek on 3 sides of it. 4. Lessons learned from the past re-zoning will cause more flooding. 5. I would write more but I am out of.	Jerry Pacheco	Jerrypacheco5@yahoo.com	6/24/2021 18:10	
24	what is meant by high density residential exactly?	walter scott	thewalterscott@gmail.com	7/13/2021 1:45	

Planning and Zoning Commission
Planning Subcommittee
Responses to Public Comments received regarding proposed Future Land Use Map 2021

The Planning Subcommittee's task to update the Future Land-Use Map (FLUM) is to document what the best use of property is when considering the City's Comprehensive Plan. Based on public comment and dialogue, the following are the subcommittee's clarifications and responses to the community:

1. This FLM does not change zoning for a property.
2. Future zone change requests that do not align with the FLUM will require an amendment to the FLUM, in addition to the official zone change. The Major Throughfare Plan was used as information to help guide land-use decisions. That 2008 Major Thoroughfare Plan layer, which was adopted by ordinance in 2018, has been removed from the FLUM. The information was useful during the review and consideration of updating the map, but if that layer is changed in the future, it would cause confusion.

Strategies Used in Decision Making

- 50,000 population
- 80% Residential/20% Commercial property tax base (Vision 20/20 identifies 73% Residential land use and 23% commercial land use)
- Best use of the land considering neighboring properties, while also considering community goals

Public Comment	Response
Desire to align 1301 Winding Way classified as Mixed Use	We received many comments regarding the classification of this tract as Mixed Use, so the Subcommittee has opted to classify the tract as Low Density Residential for this property. Any development other than a residential development would require a zone change and an amendment to the FLUM. The City's zone change process would be followed and required notices provided. Site plan approval, whether part of a zone change or a commercial site plan approval process following a zone change, would address concerns of traffic flow, access, screening, and meeting flood zone requirements.
Friendswood Lakes Blvd. Extension	The route for the extension of Friendswood Lakes Boulevard/Friendswood Parkway between FM 528 and FM 2351 has not been determined at this time. The purpose of the current outreach is to determine highest and best use of the land within Friendswood for the future. The Planning Subcommittee is recommending to the full commission that a retail designation on the FLUM at a future intersection of the boulevard and Falling Leaf is a prime location for a commercial node similar to two other commercial nodes along the same boulevard at FM 528 and West Boulevard, which also helps in getting the commercial acreage closer to the 27 percent goal of commercial land use. This recommendation also provides the most amount of notice to residents in that area as it is likely rezoning to something like neighborhood commercial will be before P&Z for consideration once the road is established.
High density Residential Sterling Creek Garden Homes **Small triangle piece on FM 518; residual of tract across FM 518**	Garden Home District is categorized in the Zoning Ordinance as Multi-Family Residential zoning (MFR_GHD). Garden Home District is also grouped together with High Density Residential on the Future Land Use Map. Garden Home District lots are still detached single family residences, but that district does allow for 6 units per acre compared to 2.7 units per acre for Single Family Residential (SFR) or .5 units per acre for SFR-E. A new color and category have been added to the map to differentiate Garden Home Developments from

	High Density Residential uses, which could consist of 6-12 units per acre and multiple types of attached multi-family housing.
Mixed Use Definition	Mixed Use is primarily the Downtown District but implies a mix of commercial and residential uses.
More Green Space, Cline Elementary	The Parks Master Plan is currently being updated. The Parks Master Plan uses national guidelines to determine the amount of park space required based on population, as well as a few other factors. The plan would also identify areas where the parkland would best be suited. Parkland dedication is only required for residential developments consisting of 655 lots or more. The City has several acres of dedicated parkland that we cannot afford to develop and maintain. With respect to Cline Elementary being converted to open space or parkland, the City of Friendswood does not own the land; therefore, we do not have control over the future use outside of the Zoning Ordinance and adopted long range plans.
Less Retail	Less retail does not meet the goals of the Comprehensive Plan and long-range plans for the City of Friendswood. A diversified tax base is needed so that residents of Friendswood are not burdened with all the costs required to operate a city and still provide the desired level of City services. Utilizing this map to determine areas that are best suited for commercial development, as well as enforcement of established zoning rules protect residential areas from the effects of commercial development.

P&Z Planning Sub-Committee – Update Future Land Use Map

Chairman:	Marc Perry – Planning and Zoning Commissioner
Members:	Lisa Lundquist, Travis Mann - Planning and Zoning Commissioners
Planning Department:	Aubrey Harbin – Director of Community Development/Planner
	Abrin Brooks – GIS Coordinator

Objectives:

- Last Update was 2008 – need to establish a plan for updating in the future – 5 years?
- Change color scheme to conform with convention of American Planning Association
- Add note per state law

Steps to Update Map

Jan/Feb	1. 3 Planning Subcommittee meetings to review current Future Land Use Map and create Draft Update of Future Land Use Map • Update color scheme • Generate ideas around certain areas based on best use if land in Friendswood based on three pillars – 50,000 population, 80/20 residential and commercial tax base, and best use of land based on characteristics and surrounding properties
Feb. 25	2. Planning and Zoning Commission review draft map • Discuss and make suggested changes to the map
March	3. Sub-committee to take to Inter & Intra City governmental entities & committees for review and input • Community Economic Development Corporation (CEDC) • Keep Friendswood Beautiful/Parks & Recreation • Friendswood ISD & Clear Creek ISD • Galveston County Consolidated Drainage District (GCCDD) • Developers/Real Estate Groups
April 8	4. Final P&Z Commission Review of Draft Future Land Use Map
May 3	5. Work Session with City Council to review and receive input of Future Land Use Map – Amend Draft Future Land Use Map as per results of Work Session
June	6. Public Review of Draft Future Land Use Map • 4 Quadrants • Town Hall Meeting Format • Social Media (Facebook Page?) • Property Owners
July	7. Final Review of Draft Future Land Use Map with P&Z
August 2	8. Final Work Session with City Council
September	9. Public Hearing & Planning & Zoning Recommendation
October	10. Public Hearing and consideration of 1st reading of ordinance by City Council

November	11. Consideration of 2nd reading of ordinance by City Council

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.487314 per $100 valuation has been proposed by the governing body of the City of Friendswood.

PROPOSED TAX RATE	$0.487314 per $100
NO-NEW-REVENUE TAX RATE	$0.452977 per $100
VOTER-APPROVAL TAX RATE (with unused increment)	$0.537790 per $100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Friendswood from the same properties in both the 2020 tax year and the 2021 tax year. The voter-approval tax rate is the highest tax rate that the City of Friendswood may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Friendswood is proposing to increase property taxes for the 2021 tax year.

A public hearing on the proposed tax rate will be held on September 13, 2021, at 7:00 pm at 910 S. Friendswood Drive, Friendswood, Texas 77546.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Friendswood is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of the City of Friendswood at their offices or by attending the public hearing mentioned above.

Your taxes owed under any of the tax rates mentioned above can be calculated as follows:

Property tax amount = tax rate x taxable value of your property/$100

The members of City Council voted on the proposed tax increase as follows:

FOR: Mayor Mike Foreman, Council Member Sally Branson, Mayor Pro-tem Robert J. Griffon, Council Member John Scott, Council Member Steve Rockey, Council Member Trish Hanks, Council Member Brent Erenwert

AGAINST: None

PRESENT and not voting: None

ABSENT: None

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Friendswood last year to the taxes proposed on the average residence homestead by the City of Friendswood this year:

	2020	**2021**	**Change**
Total Tax Rate (per $100 of value)	$0.487314	$0.487314	None
Average homestead taxable value	$298,730	$325,493	Increase of $26,763 or 8.96%
Tax on average homestead	$1,455.75	$1,586.17	Increase of $130.42 or 8.96%
Total tax levy on all properties*	$16,402,378	$17,834,232	Increase of $1,431,854 or 8.73%

* Total tax levy excludes revenue of approximately $3 million from properties with freeze ceilings.

For assistance with tax calculations, please contact the tax assessor for City of Friendswood at 409-766-2260 or galcotax@co.galveston.tx.us, or visit www.galcotax.com for more information.

CITY OF FRIENDSWOOD

2021 Proposed Tax Rate
Public Hearing

Council Meeting | September 13, 2021

Tax Rate Information

- **No New Revenue Tax Rate - $0.452977**
- **Voter Approval Tax Rate - $0.537790**
- **Proposed Tax Rate - $0.487314**
- **Estimated Net Taxable Value - $4.2B**
    - Up $279M
    - New Construction - $75M
    - Includes Over 65 Freeze Ceilings
- **Tax Levy - $20.7M**
    - Maintenance and Operations - $16.3M
    - Tax Debt Service Obligation - $4.3M

Next Steps

- **Proposed Tax Rate Public Hearing – 9/13/2021**
- **Tax Rate Adoption – 9/13/2021**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and take possible action on a proposed ordinance for first and final reading approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2021-2022; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.
1.) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2021-2022, as required by Local Government Code Section 102.007 (c).

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The City of Friendswood Charter requires adoption of the annual budget by ordinance, on one reading, by the 15th day of September or as soon thereafter as practical. Budget adoption requires an affirmative vote of at least a majority of all members of the City Council present at the meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the City Charter (section 8.03e) regarding adoption of the annual budget and Texas Local Government Code Section 102.007 (c) regarding ratification of property tax revenue reflected in the annual budget.

RECOMMENDATIONS

Staff recommends approval of the ordinance to adopt the annual budget for fiscal year 2021 - 2022.

Staff also recommends ratification of the property tax revenue reflected in the annual budget for fiscal year 2021 – 2022 as required by Texas Local Government Code Section 102.007 (c).

ATTACHMENTS

1. Ordinance 2021-22 FY21-22 Budget Adoption (reformatted for agenda)
2. Exhibit A - FY22 Budget Summary

(Title: An ordinance adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2021/2022.)

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR THE FISCAL YEAR 2021/2022; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.

* * * * * * * * * *

WHEREAS, on July 29, 2021, the City Manager presented to the City Council a proposed Budget of the expenditures of the City of Friendswood for the fiscal year 2021/2022, a summary copy of which is attached hereto as Exhibit "A" and is made a part hereof; and

WHEREAS, pursuant to notice as required by law, a public hearing on such Budget was held in the Council Chambers in the City Hall, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as in the City Council's judgment were warranted by law and were in the best interests of the citizens and taxpayers of the City; and

WHEREAS, a copy of the Budget has been filed with the City Secretary and the City Council desires to adopt the same; and

WHEREAS, in accordance with Section 8.03 (a) of the City Charter, the City Council has reviewed estimates of revenue to be derived by the City during the 2021/2022 fiscal year, and has determined that the proposed budgeted expenditures will not exceed total estimated income.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. In accordance with Section 8.03 (e) of the City Charter, the City Council hereby approves and adopts the Budget described above, the same being on file with the City Secretary. The City Secretary is hereby directed to place on said budget and to sign an endorsement reading as follows: "The Original General Budget of the City of Friendswood, Texas, for the fiscal year 2021/2022," and to keep such Budget on file in the City Secretary's Office as a public record.

Section 3. In support of said Budget and by virtue of the adoption thereof, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the fiscal year 2021/2022, the amounts set forth in said approved Budget for the various purposes stated therein. The total amounts now thus appropriated and the funds from which the same are derived are as follows:.

Beginning Fund Balance, 10/01/2021	**$ 78,831,931**
Total Revenues	**$ 74,222,860**
Total Resources Available for Appropriation*	**$153,054,791**
***Includes Planned Use/Carry Over Fund Balance/Retained Earnings $48,429,780**	
Total Expenditures and Other Financing Uses	**$122,652,640**
Ending Fund Balance, 09/30/2022	**$ 30,402,151**

PASSED, APPROVED, AND ADOPTED BY A RECORD VOTE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ON THE FIRST AND FINAL READING THIS 13th DAY OF SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

RECORD VOTE:

COUNCIL MEMBER:	**VOTED FOR**	**VOTED AGAINST**
MIKE FOREMAN, MAYOR	_____	_____
STEVE ROCKEY	_____	_____
SALLY BRANSON	_____	_____
TRISH HANKS	_____	_____
ROBERT J. GRIFFON	_____	_____
JOHN H. SCOTT	_____	_____
BRENT ERENWERT	_____	_____

CITY OF FRIENDSWOOD
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2021-2022

	21-22 PROPOSED BUDGET
REVENUES	
Taxes	33,573,278
Charges for Services	17,992,521
Permits and Licenses	823,839
Fines	1,138,427
Intergovernmental Revenues	18,567,408
Interest	122,437
Vehicle Lease Reimbursements	813,530
Miscellaneous Receipts	1,191,420
TOTAL REVENUES	**74,222,860**
Fund Balance (Used) or Carried Forward	
General Fund	(1,517,000)
Police Investigation Fund	423
Hazard Mitigation Grant Program Fund	528,739
Texas Water Development Board Mitigation Grant Fund	280,299
2017 Community Development Block Grant Fund (Harris Co.)	287,435
2017 Community Development Block Grant Fund (Galv. Co.)	201,987
2021 Coronavirus State and Local Fiscal Recovery Fund	-
Fire/EMS Donation Fund	(136,900)
Municipal Court Building Security/Technology Fund	(120,285)
Tax Debt Service Fund	21,600
2015//2016/2017 GO Bond Funds	(363,787)
2020 GO Bonds Fund	(1,989,998)
2021 GO Bonds Fund	(12,626,226)
Sidewalk Installation Fund	88
Park Land Dedication Fund	(108,957)
Streets Improvement Fund	(1,678,799)
Fwd Downtown Economic Development Improvements Fund	(2,163,798)
1776 Part Trust Fund	22
Water & Sewer Operations Fund	725,204
2016 Water & Sewer Bond Construction Fund	(1,464,494)
2018 Water & Sewer Bond Construction Fund	(15,570,666)
2021 Water & Sewer Bond Construction Fund	(13,063,751)
Water Impact Fees	118,465
Sewer Impact Fees	29,020
Water and Sewer Revenue Debt Service	4,610
Vehicle Replacement Plan Fund	176,989
	(48,429,780)
Total Resources Available	**122,652,640**
EXPENDITURES	
General Government	7,076,158
Public Safety	16,113,678
Community Development	1,274,599
Public Works	11,008,200
Engineering	1,004,958
Parks & Recreation	3,998,230
Library	1,341,423
Vehicle Replacement Fund	638,200
Capital Improvements	70,400,920
Debt Service	9,796,274
TOTAL EXPENDITURES	**122,652,640**
REVENUES OVER (UNDER) EXPENDITURES	**-**

BEGINNING FUND BALANCE	**78,831,931**
ENDING FUND BALANCE	**30,402,151**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first and final reading providing for the levy and collection of Ad Valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2021, and ending September 30, 2022; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

According to the Texas Property Tax Code and the Texas Truth in Taxation Guidelines, the adoption of the tax rate must be a separate item on the City Council meeting agenda. The tax rate must be adopted by super majority (60%) City Council affirmative vote of an ordinance, resolution or order.

The proposed tax rate of $0.487314 is composed of the M&O rate at $0.385147 and the debt rate at $0.102167.

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Texas Tax Code Chapter 26 Section 26.05(a), requires tax rate adoption by September 30th or by the 60th day after the taxing unit receives the certified appraisal roll, whichever date is later, if adopting a tax rate that does not exceed the voter approval tax rate. Certified property tax values were received on July 26, 2021; making our required tax rate adoption date September 26, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the Truth in Taxation guidelines regarding tax rate adoption.

RECOMMENDATIONS

Staff recommends consideration of the required ordinance to adopt the 2021 tax rate.

ATTACHMENTS

1. Ordinance No. 2021-XX - Tax Rate (reformatted for agenda)

(Title: An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the year tax year commencing October 1, 2021, and ending September 30, 2022.)

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE TAX YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * * * * * * *

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the latter of September 30th or the 60th day after the date the City receives the certified appraisal roll the City Council shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the City's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures for the next year), each of such two components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Friendswood, Texas, consists of two such components, a tax rate of $0.102167 for debt service and a tax rate of $0.385147 to fund maintenance and operation expenditures; and

WHEREAS, by separate motions heretofore adopted by the City Council of the City of Friendswood, Texas, at a regular meeting of City Council held on this 13th day of September, 2021, said City Council has approved separately the tax rate heretofore specified for each of said components; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. There is hereby levied, for the tax year commencing October 1, 2021 and ending September 30, 2022, to fund the City's fiscal year 2021-2022 municipal budget, an ad valorem tax at the total rate of $0.487314 on each One Hundred Dollars ($100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Friendswood, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.05 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $34.34.

Section 3. Of the total tax levied in Section 2 hereof, $0.385147 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2021-2022.

Section 4. Of the total tax levied in Section 2 hereof, $0.102167 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Friendswood, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City, as such installments shall respectively mature in the fiscal year 2021-2022.

Section 5. All ad valorem taxes levied hereby, in the total amount of $0.487314 on each One Hundred Dollars ($100.00) of assessed valuation, as reflected by Sections 2, 3, and 4 hereof, shall be due and payable on or before January 31, 2022. All ad valorem taxes due the City of Friendswood, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear penalty and interest as prescribed in the Texas Tax Code.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. All ordinances and parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED on first and final reading this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

RECORD VOTE:

COUNCIL MEMBER:	VOTED FOR	VOTED AGAINST
MIKE FOREMAN, MAYOR	_____	_____
STEVE ROCKEY	_____	_____
SALLY BRANSON	_____	_____

TRISH HANKS	_____	_____
ROBERT J. GRIFFON	_____	_____
JOHN H. SCOTT	_____	_____
BRENT ERENWERT	_____	_____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The applicant is proposing to change the zoning of approximately 3.65 acres from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change will allow the property to developed in accordance with the Industrial (I) zoning regulations.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone classification change.

This zone change request is a result of the Planning and Zoning Commission and City Staff collaboratively working with the property owner to develop his property while avoiding a planned unit development. Changing the zoning of approximately 3.65 acres out of the 18.0137 acre tract so that the entire tract is zoned Industrial (I) will allow for consistent and harmonious development of the tract for industrial uses while maintaining commercial uses along a significant portion of FM 2351. This proposed change is consistent with the Future Land Use Map and the intentions for the City's panhandle area to be developed with an industrial emphasis.

ATTACHMENTS

1. Application_Industry Park Phase II
2. Deeds with Metes and Bounds and Industry Park Friendswood Plat
3. Aerial Map_Industry Park Phase II
4. Location Map_Industry Park Phase II
5. Zoning Map_Industry Park Phase II
6. Buffer Map_Industry Park Ph II
7. Legal Ad Industry Park 2 Zone Change Request
8. Zone Change sign Posted 07-28-2021
9. Rezoning Report Industry Park 2 July 2021
10. PZ Recommendation Memo Industry Park Rezoning 08-23-2021

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

City of Friendswood
JUN 21 2021
Received by: BB

Zone Change Application

CURRENT ZONE OF PROPERTY: CSC

TYPE OF ZONE CHANGE (check one):

- ☒ Land Use Change to Zone: I
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2
- SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: See attached Exhibit A for all tracts

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Coastal Bend Property Development, LP Phone: 281-648-1268

Owner's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-0832

Owner's Email Address: drucker@cbpd.net

AGENT'S NAME : Stephanie Canady Phone: 281-648-1268

Agent's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-1268

Agent's Email Address: scanady@cbpd.net

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature Don Rucker Date: 6-15-21

Agent's Signature: _____ Date: 6-15-21

Received By:	Becky Bennett	Application Number:	PLAN-2021-0031
Date of Public Hearing:	8-12-21	Received Date:	6-21-2021
Property Owner Notices:	7-30-21	Newspaper Notice:	7-19-21
		Sign on Property:	7-30-21

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☒ Application Fee of $300 (PUD $500)
(Changes in/to Downtown District may be eligible for fee waiver)

☒ Current Deed of Record

☒ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

INVOICE (00014362)
FOR CITY OF FRIENDSWOOD

BILLING CONTACT

COASTAL BEND PROPERTY
4558 Fm 2351
Friendswood, Tx 77546

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00014362	06/21/2021	06/21/2021	Due	CSC frontage to I - Industry Park I & II

REFERENCE NUMBER	FEE NAME	TOTAL
PLAN-2021-0031	Zoning Change Request	$300.00
	SUB TOTAL	$300.00

TOTAL **$300.00**

REMITTANCE INFORMATION

City of Friendswood
910 S Friendswood Dr
Friendswood, TX 77546
(281) 996-3201

City of Friendswood
P.O. Box 1286
Friendswood, TX 77546
(281) 996-3232

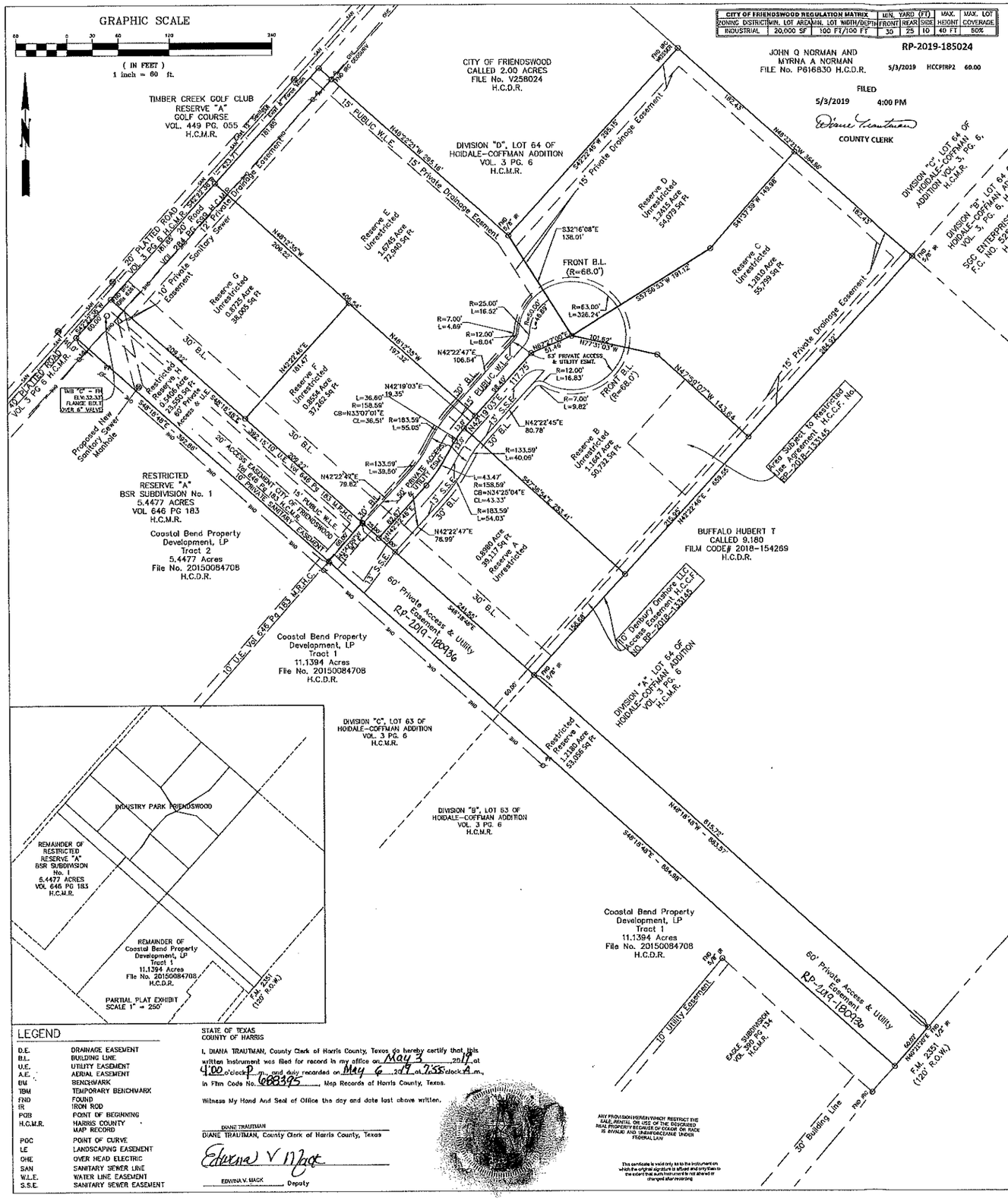
DATE : 6/21/2021 10:00 AM
OPER : JAS04
TKBY : JAS04 *
TERM : 101
REC# : R00476803

EG EnerGov 300.00
00014362 300.00
- CAINVOICEFEE 300.0000

Paid By:COASTAL BEND PROPERTY
EG Check 300.00 REF:12786

APPLIED 300.00
TENDERED 300.00

CHANGE 0.00



METES AND BOUNDS

BEING a 9.7462 acre tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B and C, of Lot 63 and Division D, of Lot 64 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, also being out of Restricted Reserve A of the BSR SUBDIVISION No. 1 according to the Map or Plat recorded in Volume 646 Page 183 of the Map Records of Harris County, Texas. Being that same tract of land conveyed to Coastal Bend Property Development, LP, Harris County Clerk File No RP-2018-133144 and out of and apart of Tracts 1 and 2 conveyed to Coastal Bend Property Development, LP, Harris County Clerk File No. 20150084708, said 9.7462 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the northerly right-of-way line of F.M. 2351 (120' R.O.W.) said iron rod marking the common line between Lots 63 and 64 of said HOIDALE-COFFMAN ADDITION;

Thence N. 48° 18' 48" W., along and with the said common line of Lot 64 Division A and Lot 63 Division B a distance of 615.72 feet to a found 5/8" iron rod for the common corner of Lot 63 Division C and B, and Lot 64 Division A and D of said HOIDALE-COFFMAN ADDITION;

Thence N. 42° 22' 46" E., along the common line of said Lot 64 Division A and D, a distance if 659.55 feet to a found 5/8" iron rod for the common corner of Lot 64 Division A, B, C, and D;

Thence N. 48° 22' 21" W., along and with the common line of said Lot 64 Division C and D, a distance of 364.86 feet to a found capped iron rod (WEISSER) being the east corner of a called 2.00 acre tract as described in Harris County Clerk File No V258024 Harris County, Tx;

Thence S. 42° 22' 46" W., along and with the southeasterly line of said 2.00 acre tract at a distance of 295.15 feet to a found 5/8" iron rod for the south corner of said 2.00 acre tract and an interior corner of the herein described tract;

Thence N. 48° 22' 21" W., along and with the southwesterly line of said 2.00 acre tract at a distance of 275.16 feet passing a found capped iron rod (GEOSURV) and continuing for a total distance of 295.16 feet to a point for corner also being in the southerly line of TIMBER CREEK GOLF CLUB according to the map or plat thereof recorded in Volume 449 Page 055 of the Map Records of Harris County, Texas also being the northwesterly line of said Lot 64 Division D;

Thence S. 42° 22' 38" W., along and with the southerly line of said TIMBER CREEK GOLF CLUB, and along the northwesterly line of said Lot 64 Division D at a distance of 353.71 feet passing a found capped iron rod (ELLIS 6261) for the north corner of said Lot 63 Division C and the west corner of said Lot 64 Division D and continuing for a total distance of 423.71 feet to a point for corner;

Thence S. 48° 18' 48" E., a distance of 1,277.84 feet to the said northerly right-of-way line of F.M. 2351 (120' R.O.W.)

Thence N. 40° 21' 20" E., along and with said northerly right-of-way line of F.M. 2351 (120' R.O.W.) a distance of 50.02 feet to the POINT OF BEGINNING and containing 9.7462 acre of land.

CITY OF FRIENDSWOOD

This is to certify that the Planning & Zoning Commission of the City of Friendswood, Texas has approved this INDUSTRY PARK FRIENDSWOOD, as shown hereon.

IN TESTIMONY WHEREOF, witness the official signature of the Chairman and Development Coordinator of the Planning & Zoning Commission of the City of Friendswood, Texas, this 8 day of May, 2019.

Becky Summers, Development Coordinator

Joe Matranga, Chairman

I, Morad Kabiri, PE – CITY ENGINEER of the City of Friendswood, Texas do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas and further it complies with all of the ordinances as adopted by the City Council.

Morad Kabiri, PE City Engineer, [redacted]

STATE OF TEXAS
COUNTY OF HARRIS

WE, COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, acting by and through Don Rucker, its Partner, Hereinafter referred to as Owners of the 9.7462 acre tract described in the above and foregoing map of INDUSTRY PARK FRIENDSWOOD, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

WE, COASTAL BEND PROPERTY DEVELOPMENT, LP, owner of the remainder of a 5.4477 acre tract that is currently being partially subdivided as INDUSTRY PARK FRIENDSWOOD, confirm that the development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the City, If such plat is required, in accordance with the rules and regulations of the City governing plats and the subdivision of the land in effect at the time the application for plat approval for such portion is sought.

WE, COASTAL BEND PROPERTY DEVELOPMENT, LP, owner of the remainder of a 11.1394 acre tract that is currently being partially subdivided as INDUSTRY PARK FRIENDSWOOD, confirm that the development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the City, If such plat is required, in accordance with the rules and regulations of the City governing plats and the subdivision of the land in effect at the time the application for plat approval for such portion is sought.

IN TESTIMONY WHEREOF, COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, has caused these presents to be signed by Don Rucker, its Partner, thereunto authorized, this 2nd day of May, 2019.

COASTAL BEND PROPERTY DEVELOPMENT, LP
A Texas limited partnership

By: Don Rucker
Partner

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Don Rucker, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 2019.

Notary Public in and for the State of Texas

Melinda Nichols
Printed Name ID Number

My Commission Expires: 08/04/2023

Melinda Nichols
My Commission Expires
08/04/2023
ID No. 10188112

This is to certify that I, SCOTT D. ELLIS, a registered professional land surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground, that all block corners, angle points, and points of curve are properly marked, and that this plat correctly represents that survey made by me, the boundary closes within one foot and 10,000 feet.

Scott D. Ellis, R.P.L.S., Texas Registration No. 6261

STATE OF TEXAS
REGISTERED
SCOTT D. ELLIS
6261
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HARRIS

I, DIANA TRAUTMAN, County Clerk of Harris County, Texas do hereby certify that this written instrument was filed for record in my office on May 3, 2019, at 4:00 o'clock P.m., and duly recorded on May 6, 2019 at 7:55 o'clock A.m., in Film Code No. 688395, Map Records of Harris County, Texas.

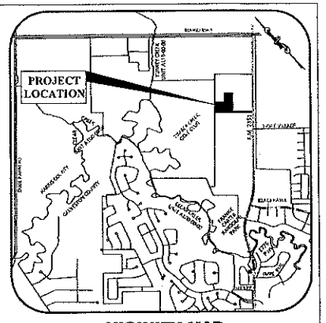
Witness My Hand And Seal of Office the day and date last above written.

DIANE TRAUTMAN
DIANE TRAUTMAN, County Clerk of Harris County, Texas

EDWINA V. MACK, Deputy

ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is not altered or changed after recording



VICINITY MAP

SCALE: 1" = 2,640'
KEY MAP NO. 617 J & N

BENCHMARK:

PRIMARY:
HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010425 (BRASS DISC).
ELEV.=25.24' (NAVD88, 2001 ADJ.).

SITE:
TXB "C" Flange bolt over 6" Valve on Fire Hydrant
ELEV.=32.33' located at the northwest corner of tract

NOTES:

1. H.C.F.C.D. indicates "Harris County Flood Control District".
2. Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAVD88 (2001 Adj). All coordinate hereon are Grid.
3. Property corners shown hereon are 5/8" X 24" rebar with Orange caps stamped Scott D Ellis 6261 unless otherwise noted.
4. Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of no less than four feet and comply with Federal, State, and Local requirements.
5. No residential, commercial, or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
6. Except for low-pressure distribution system pipelines as defined in Chapter 26, of the Friendswood City Code, no residential, commercial, or industrial structure shall be erected or moved to a location nearer than 50 feet to any pipeline, other than structures necessary to operate the pipeline.
7. The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), except as outlined in the Access & Utilities Easement Agreement # 190936c, waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; the property owner shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of CenterPoint Energy.
8. All utility companies have been contacted and the easements shown on the plat constitute all of the easements required by the utility companies for their operations.
9. The finished floor elevations of all structures shall be located above the base flood elevation established by FEMA, and as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
10. Any and all right of way islands located within the boundaries of this plat, even if not shown on the face of the plat, shall be maintained by the property owner.
11. The Surveyor did not abstract the property. Easements and other matters of record mentioned or shown heron are strictly based from the Commitment for Title Insurance issued by Chicago Title Insurance Company (Effective Date: October 27, 2014) GF No. ATHCST4001085.
12. The mathematical closure for the plat boundary shown herson exceeds 1 port in 10,000.
13. There are no existing pipelines or pipeline easements on this property.
14. Site drainage plans for the future development of these reserves must be approved by the floodplain administrator.
15. This tract lies in flood zone; Zone X, as shown on Flood Insurance Rate Map (FIRM) No. 48548G 0005 E dated Sept. 22, 1999.
16. Tract is subject to Surface Use Agreement Restrictions filed under File No. RP-2018-133145 H.C.D.R.
17. Reserves A, B, & C are subject to Retained Surface Use Agreement filed under File No. RP-2018-133145 H.C.D.R.
18. Reserves H & I are restricted to drainage, landscaping, open space, security, signage, and utility purposes only.

PARTIAL PLAT OF

INDUSTRY PARK FRIENDSWOOD

A SUBDIVISION OF 9.7462 ACRES OUT OF LOT 63 DIVISIONS "B" & "C" AND LOT 64 DIVISION "D", OF HOIDALE-COFFMAN ADDITION VOLUME 3, PAGE 6 HARRIS COUNTY MAP RECORDS IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55 CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS

1 BLOCK - 7 UNRESTRICTED RESERVES - 2 RESTRICTED RESERVE

ENGINEER	LAND SURVEYOR	OWNER/DEVELOPER
COASTAL BEND Engineering Stephanie Cassely, P.E. Texas Registered Engineering Firm F-14444 4558 FM 2351, Friendswood, TX 77546 281.648.1769 Fax 281.648.0932	ELLIS SURVEYING SERVICES, LLC SCOTT ELLIS, R.P.L.S. Texas Registration Number 100340-00 2805 25TH AVENUE N. TEXAS CITY, TEXAS 77590 OFFICE: 409.938.8700 FAX: 866.878.7685	COASTAL BEND PROPERTY DEVELOPMENT, LP DAN RUCKER, PARTNER 4558 FM 2351 FRIENDSWOOD, TEXAS 77546 (281) 648-1265

MAY, 2019

SHEET 1 OF 1

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of poor quality of original, drawings, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded

Electronically Recorded
REC#: 20150084708
COUNTY: HARRIS
DATE: 3-3-2015

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 11, 2015

Grantor: BSR, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Managing Members, MARYLYN REED and JASON ALEXANDER

Grantor's Mailing Address (including county):

307 East Edgewood
Friendswood, Galveston County, Texas 77546-3822

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration:

For Ten and No/100 Dollars ($10.00) and a Note of even date that is in the principal amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($475,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantee to Keith A. Mullins, Trustee.

Property (including any improvements):

TRACT 1:
A tract of land containing 16.592 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63) of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 14045068

FILED BY
ALAMO TITLE COMPANY

SAVE AND EXCEPT that certain tract of land, known as Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 2:
Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 3:
A tract of land containing 0.0918 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63), of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the Property. Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors, or assigns forever. Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the Property are retained until the Note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE ACCEPTS THE PROPERTY "AS IS", IN THE PRESENT CONDITION OF THE PROPERTY WITH ANY AND ALL DEFECTS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, EXCEPT FOR THE GENERAL WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT FOR ANY REPRESENTATIONS AND/OR WARRANTIES CONTAINED IN THE CONTRACT BY AND BETWEEN GRANTOR AND GRANTEE WHICH SURVIVE THE CLOSING OF THIS TRANSACTION.

BSR, L.L.C., a Texas limited liability company

By: _____
Name: MARYLYN REED
Title: Managing Member

By: _____
Name: JASON ALEXANDER
Title: Managing Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a Texas limited liability company
General Partner

By: _____
Name: DANIEL D. RUCKER
Title: Managing Member

By: _____
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 13th day of February, 2015, by MARYLYN REED, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 13th day of February, 2015, by JASON ALEXANDER, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

(H:\ns\titleco\Feb 2015\22-14045068-GH)

EXHIBIT "A"

TRACT 1:

A tract of land containing **16.592** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found in the northerly right-of-way line of F.M. 2351 (120' R.O.W.) said iron rod marking the common line between Lots 63 and 64, said point being the most southeasterly corner of Lot 63 and the most southwesterly corner of Lot 64;

Thence S. 43° 39' 30" W., along said northerly line, a distance of 100.01 feet to a 1/2 inch iron rod set for corner;

Thence N. 45° 00' 38" W., a distance of 260.46 feet to a 1/2 inch iron rod set for corner;

Thence S. 43° 54' 59" W., a distance of 195.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 51.82 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 125.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 5.00 feet to a 5/8 inch iron rod found for corner;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found for corner;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 40.00 feet to a 1/2 inch iron rod set for the South corner of the herein described tract in the line common to Tracts A and B;

Thence N. 45° 00' 38" W., along said line, a distance of 1105.98 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract, said point being the common northwesterly corner of Tracts C and D;

Thence N. 45° 40' 00" E., a distance of 660.00 feet to a railroad spike found marking the most northerly corner of the herein described tract, said point being the common northeasterly corner of Tracts C and D;

Thence S. 45° 00' 38" E., along the line common to Tracts C and D, a distance of 1275.84 feet to the **Point of Beginning**, and containing 16.592 acres of land, more or less.

SAVE & EXCEPT that certain tract of land, known as Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map of plat thereof recorded at Film Code No. 646183 of the Map Records of Harris County, Texas.

EXHIBIT "A"
(continued)

TRACT 2:

Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at FilmCode No. 646183 of the Map Records of Harris County, Texas.

TRACT 3:

A tract of land containing **0.0918** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod set for the most southerly corner of the herein described tract at a point located N. 44° 59' 22" E., a distance of 40.00 feet from the South corner of Tract 1 as described above;

Thence N. 44° 59' 22" E., a distance of 200.00 feet to a 1/2 inch iron rod set marking the most easterly corner of the herein described tract;

Thence N. 45° 00' 38" W., a distance of 20.00 feet to a 5/8 inch iron rod found marking the most northerly corner of the herein described tract;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to the **Point of Beginning**, and containing 0.0918 acre of land, more or less.

Return To: Coastal Bend Property Dev.
4558 FM 2351
Friendswood TX 77546

ER 066-58-1935

20150084708
Pages 8
03/03/2015 09:57:11 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 40.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-289010
07/01/2020 ER $26.00

SPECIAL WARRANTY DEED

NOTICE OF CONFIENTIALLY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENTS THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 24, 2020

Grantor: COASTAL BEND LAND INVESTMENS, LP, a Texas limited partnership

Grantor's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546

Grantee: Coastal Bend Property Development, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration

Property (including any improvements):

BEING a 0.119 acre tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. RP-2019-182701, said 0.1119 acre tract being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservation from and exceptions to Conveyance and Warranty:

Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from the exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY SO TITLE EXPRESSLY SET FORTH HEREIN.

DANIEL D. RUCKER, PRESIDENT
COASTAL BEND LAND INVESTMENTS, LP
A TEXAS LIMITED PARTNERSHIP

The State of Texas §

County of Harris §

This instrument was acknowledged before me on the 24th day of June, 2020, by Daniel D. Rucker, President, of COASTAL BEND LAND INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP.

STEPHANIE CANADY
Notary Public, State of Texas
Comm. Expires 07-15-2023
Notary ID 130295544

Notary Public, State of Texas
Notary's Printed Name: Stephanie Canady

Notary's commission expires: 7-15-23

EXHIBIT "A"

BEING a 0.119 acres tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. 005-71-1739, said 0.119 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northerly corner of EAGLE SUBDIVISION according to the map or plat thereof recorded in Volume 390 Page 134 of the Map Records of Harris County, Texas:

THENCE North 48° 18' 48" West, a distance of 25.00 feet to a capped iron found for the northerly corner of the herein described tract;

THENCE South 40° 36' 49" West, a distance of 195.00 feet to a capped iron found for the westerly corner of the herein described tract;

THENCE South 48° 18' 48" East, a distance of 25.00 feet to a 5/8" iron rod found for the westerly corner of said EAGLE Subdivision;

THENCE North 40° 36' 49" East, along and with the westerly line of said EAGLE Subdivision a distance of 195.00 feet to the **POINT OF BEGINNING.**

RP-2020-289010

Pages 4

07/01/2020 03:58 PM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

CHRIS HOLLINS

COUNTY CLERK

Fees $26.00

RP-2020-289010

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

Original Deed before Partial Plat of Industry Park Friendswood

Electronically Recorded
REC#: 20150158418
COUNTY: Harris
DATE: 4-17-15

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: April 8, 2015

Grantor: FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Sole Member, FRANCIS B. FREEMAN, JR.

Grantor's Mailing Address (including county):

16221 Foster Street
Overland Park, Johnson County, Kansas 66085-8418

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A 9.5455 acre trat of land being out of and a part of Division A, Lot Sixty-Three (63) of HOIDALE AND COFFMAN SUBDIVISION, of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas, according to the map or plat of same recorded in Volume 3, Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in Deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345. 20080057856, 20080057863 and 20090356404, all of the Real Property Records of Harris County, Texas, said 9.5455 acre tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 140466665

FILED BY
ALAMO TITLE COMPANY

Reservations from and exceptions to Conveyance and Warranty:

1. **Restrictive Covenants filed for record under Harris County Clerk's File Numbers 20070519344 and 20150141378.**

2. **Easement(s) for the purpose(s) shown below and ridghts incidental thereto, as granted in a document:**

   Purpose: roadway easement
   Recording No.: Volume 3, Page 6 of the Map Records of Harris County, Texas
   Affects: Forty feet (40') in width along the Southwesterly Property line

   as shown on Survey dated June 3, 2008, revisesd on May 13, 2014, prepared by James H. Thomas, R.P.L.S. No. 5736, Job No. 15256.

3. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1070, Page 65 of the Deed Records of Harris County, Texas.**

4. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1067, Page 78 of the Deed Records of Harris County, Texas.**

5. **Interest in and to all coal, lignite, oil, gas and other minereals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number T937266.**

6. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U059011.**

7. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U281794.**

8. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20070519344 and 20070519345.**

9. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20080057856 and 20080057863.**

10. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 2, 1934, recorded in Volume 245, Page 388 of the Contract Records of Harris County, Texas. Said Lease assigned to Humble Oil & Refining Company by instrument recorded in Volume 251, Page 124 of the Contract Records of Harris County, Texas.**

11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 8, 1934, recorded in Volume 248, Page 449 of the Contract Records of Harris County, Texas. Said Lease pooled by Agreement recorded in Volume 285, Page 459 of the Contract Records of Harris County, Texas.

Unit Agreement as set out in instrument filed under Harris County Clerk's File Number D963691.

12. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 19, 2012, recorded at Harris County Clerk's File Number 20120564557.

13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by Survey:

Job No.: 15256
Dated: June 3, 2008
Prepared by: James H. Thomas, R.P.L.S. No. 5736
Matters shown: proposed future one hundred twenty foot (120') right-of-way for Blackhawk Boulevard along the North-Westerly Property line.

Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property, and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, EXPRESS OR IMPLIED, WRITTEN OR ORAL. IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE

NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; and (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

FREEMAN HOLDINGS OF TEXAS, L.L.C.,
a Texas limited liability company

By: F.B. Freeman IV Sole Member
Name: FRANCIS B. FREEMAN, JR.
Title: Sole Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY DEVELOPMENT, LP,
a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a
Texas limited liability company,
General Partner

By: Donald D. Rucker
Name: DANIEL D. RUCKER
Title: Managing Member

By: Richard L. Kinsel Jr.
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

\

THE STATE OF ~~KANSAS~~ Louisiana LG {}

COUNTY OF ~~JOHNSON~~ Orleans LG {}

This instrument was acknowledged before me on the 8th day of April, 2015, by FRANCIS B. FREEMAN, JR., Sole Member of FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, on behalf of said company.

LETTYCHA GONZALEZ
Notary Public
State of Louisiana
Orleans Parish
Notary ID # 134603
My Commission is for Life

Lettycha Gonzalez

Notary Public, State of ~~Kansas~~ Louisiana LG

Notary's printed name: Lettycha Gonzales

Notary's commission expires: Upon death

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 14th day of April, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 14th day of April, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

(H:jkm\titleco\April15\22-14046665-GH)

Return to: Coastal Bend Property
4558 FM 2351 Rd.
Friendswood, Texas 77546

EXHIBIT "A"

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

Thomas Land Surveying

Surveying • Planning • Project Management

May 14, 2014

9.5455 Acres

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 15256) made under the direction of James H. Thomas, Registered Professional Land Surveyor on July 21, 2007, and revised on May 7, 2014.

James H. Thomas, R.P.L.S. No. 5736

STATE OF TEXAS
REGISTERED
JAMES H. THOMAS
5736
PROFESSIONAL
LAND SURVEYOR

14340 Torrey Chase Blvd., Suite 270 • Houston, Texas 77014
(281) 440-7730 • Fax (281) 440-7737
www.thomaslandsurveying.com

ArcGIS Web Map



6/23/2021, 4:08:20 PM

City Limits

Streets

Parcels

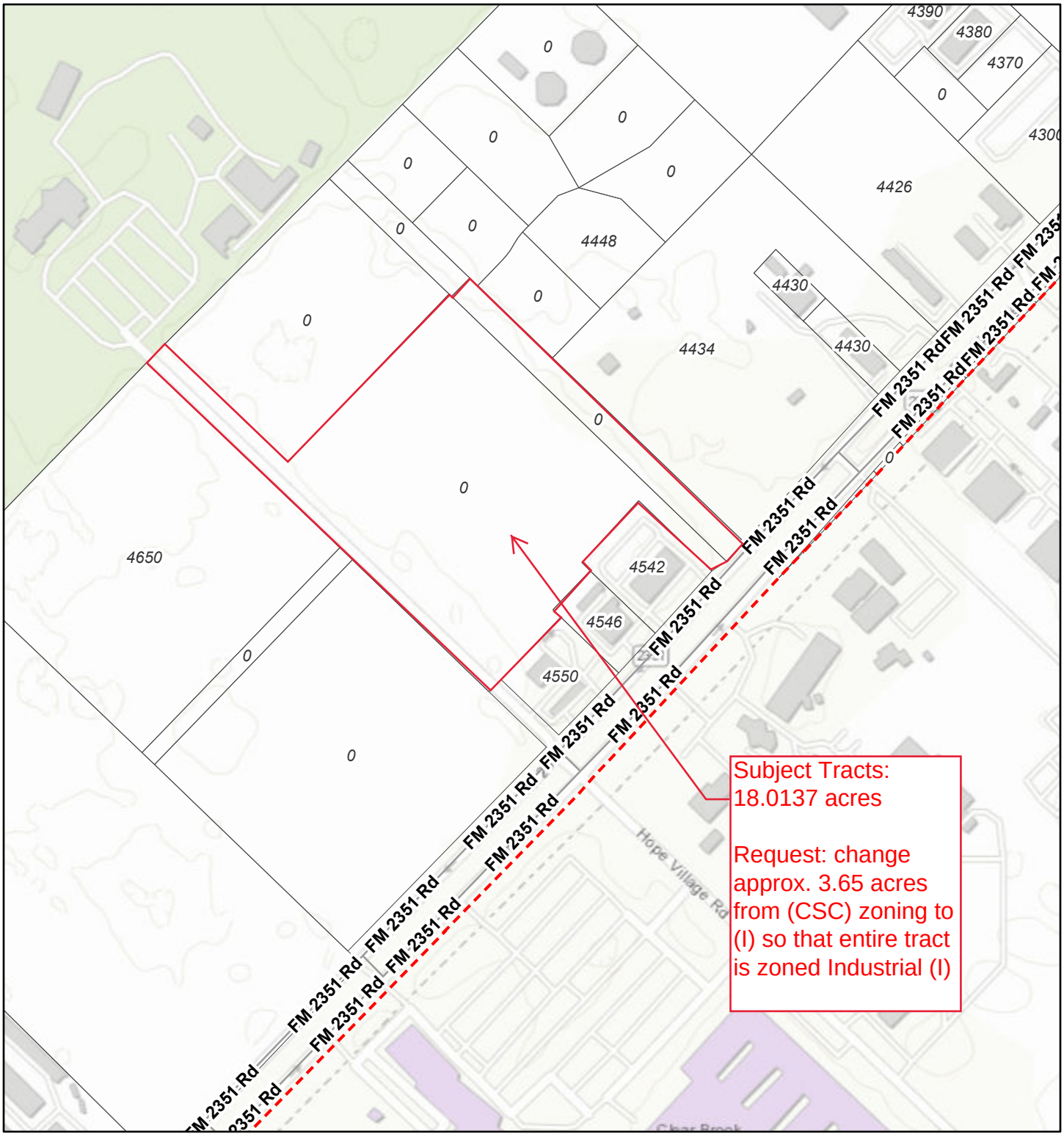
1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web Map



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City Limits

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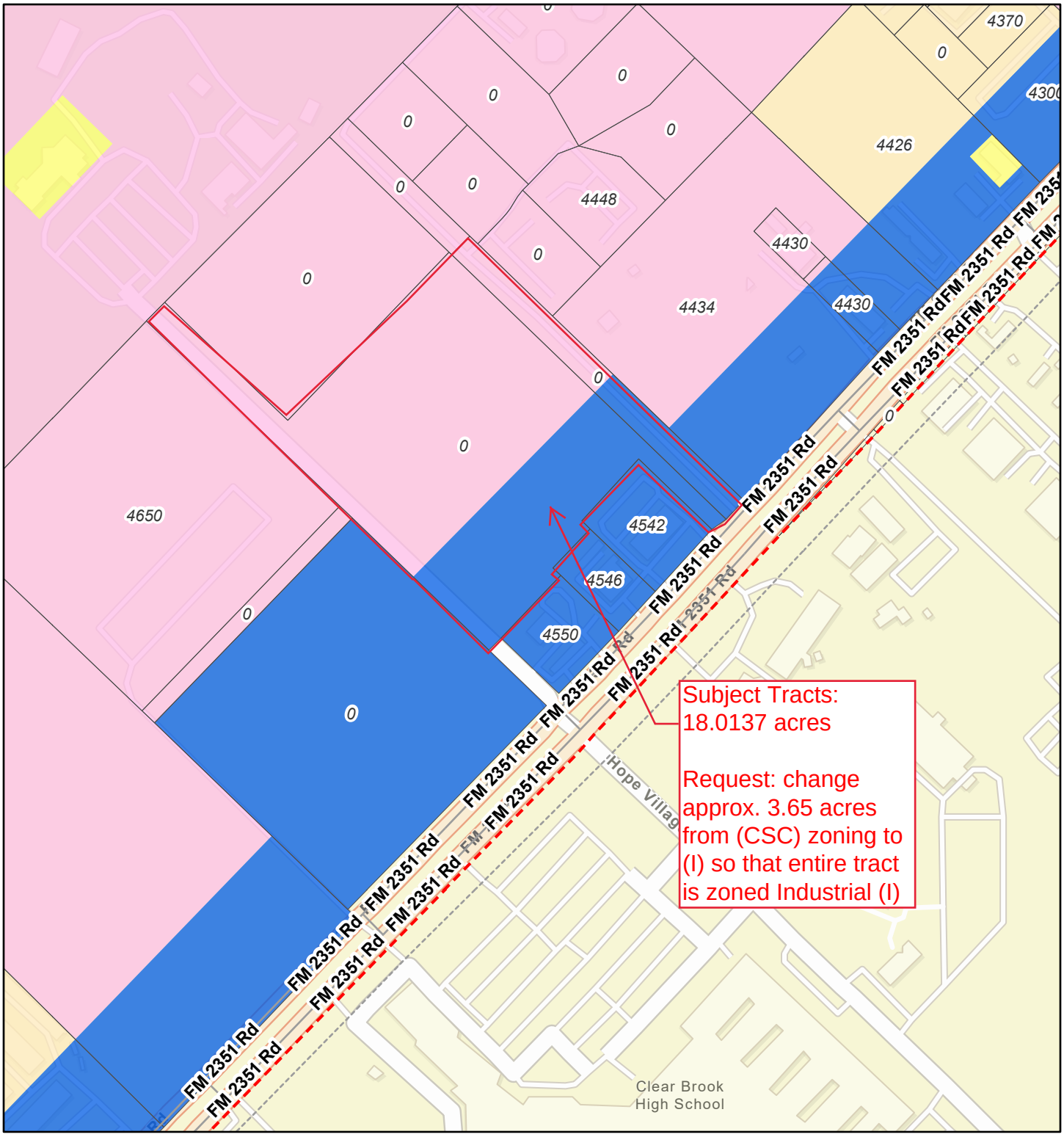
City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web Map



6/23/2021, 4:05:41 PM

City Limits
Streets
Parcels

Zoning of Parcels
CSC
I
LI
PUD

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

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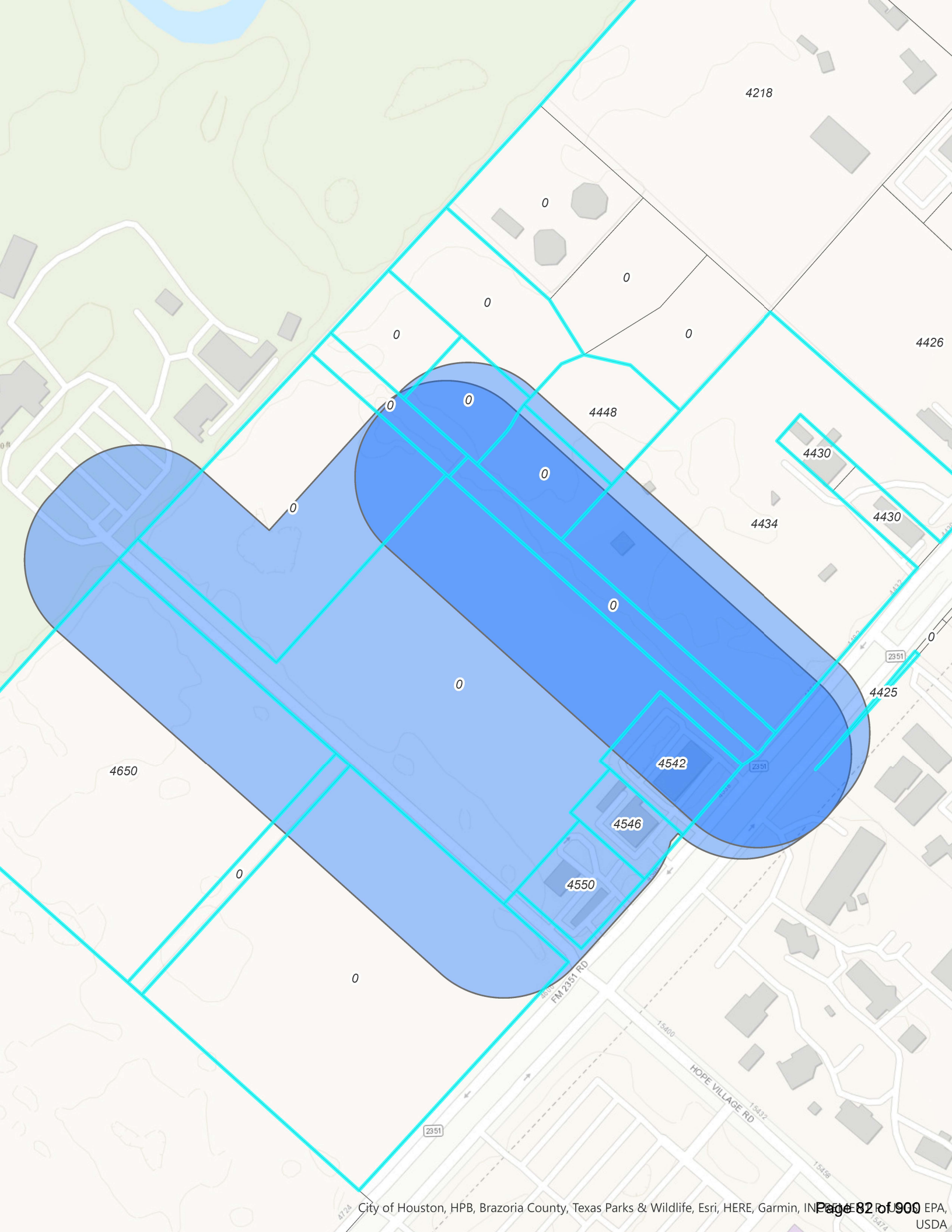

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

CLASSIFIEDS 281-485-7501

LEGALS LEGALS

Published July 21 & 28, 2021

NOTICE OF REQUEST FOR PROPOSALS

Friendswood Independent School District will accept proposals, for the #21-011 Supply of Electricity, until 3:00 P.M., August 16, 2021 (the "Due Date"). Proposals must be delivered before the Due Date to Friendswood Independent School District, 302 Laurel Drive, Friendswood, TX 77546 as further specified in the proposal (RFP) documents. This request for proposals is for electrical power and also related electrical power demand response and ancillary services as specified and detailed in the proposal documents, which may be obtained from AEG Affiliated Energy Group, Retail Division, fax (214) 292-8514, or email FriendswoodISD@affiliatedenergy.com. Interested parties must request proposal documents at least 24 hours prior to the Due Date. Friendswood ISD reserves the right to accept or reject any or all proposals, waive all informalities or irregularities and award the proposal in the best interest of Friendswood ISD. The proposal process will be conducted in accordance with the proposal procedures as set forth in the Texas Education Code 44.031.

LEGALS LEGALS

Published July 14 & 21, 2021

CITY OF PEARLAND, TEXAS
NOTICE TO BIDDERS

Sealed bids will be received by the City of Pearland Purchasing Division, 3519 Liberty Dr., until **11:00 a.m., CST, Thursday, July 29, 2021** and all bids will be publicly acknowledged by name via virtual meeting. Interested parties may join the meeting by calling into the meeting at: Dial in #: 281-652-1955; Meeting #: 1790#; Access Code #: 0971# on that date for:

TREE MAINTENANCE SERVICES
BID NO. 0721-50

Bid forms, specifications and all necessary information may be obtained from the following website: https://pearland.ionwave.net. Vendors are encouraged to return the bid response electronically using the City's e-bid system but may submit by hard-copy to City Secretary, with either manner due by the closing date and time stated above.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Vendors should register on the City's e-bid system at https://pearland.ionwave.net (if not already registered). Once registered on the City's e-bid system, bid documents may be viewed on the site. If further assistance is needed, please email ebids@pearlandtx.gov no later than 9:00 a.m. Thursday, July 22, 2021. Make reference to **Bid Number 0721-50**. Bid Closing Date: **July 29, 2021.**

Crystal Roan
City Secretary, City of Pearland

First Publication: July 14, 2021
Second Publication: July 21, 2021

LEGALS LEGALS

Published July 14 & 21, 2021

NOTICE TO BIDDERS
CITY OF PEARLAND, TEXAS

Sealed Bids will be accepted until 2:00 p.m. Thursday, August 5, 2021 and read aloud into the public record for the following project:

Oakbrook & Oakbrook Estates Water Quality
City of Pearland, Texas
COP PN: WA1906 & WA2003
BID NO.: 0721-52

The project area is located North of Dixie Farm Rd in the Oakbrook and Oakbrook Estates subdivisions. Project address is 2753 Biscayne Bay Dr, Pearland, TX 77584. Streets included in Phase 1 are: Oak Lane Circle, Oak Cluster Circle, Oak Gate Circle, Oakbrook Circle, Oak Fork Circle, Oak Tree Circle, Oak Shire Drive, Castle Oaks Drive, Barretts Glen Drive, and Oak Lodge Drive. Streets included in Phase 2 are: Oak Bent Drive, Branch Hill Drive, Oak Lodge Drive, Scarlet Oak Drive, Oak Top Drive, East Baden Oaks Drive, Dixie Hill Court, Oak Point Court, Bracket Drive, Oak Leaf Circle, Oak Land Circle, Oak Point Drive, Pin Oak Drive N, Oak Place Court, Oak Trace Court, Oak Chase Court, Oak Bark Court, Majestic Oaks Court, and Winding Forest Drive.

The project will entail the addition of approximately 4,500 linear feet of new 6-inch diameter water line construction, and associated valves, connections, appurtenances, hydrostatic testing, and disinfection. The proposed water lines are to be installed by primarily trenchless construction.

A mandatory pre-bid conference will be held at City Hall at 3519 Liberty Dr, Pearland, Texas 77581 at 10:00 a.m. on Thursday, July 22, 2021.

All bids should be submitted through the E-Bid system located on the City's website at: https://pearland.ionwave.net/Login.aspx. All interested Bidders are advised to register as a "supplier" on the City's E-Bid System at the above website by clicking on "Supplier Registration" and completing a short registration questionnaire. Electronic Bid Documents, including Plans, Technical Specifications and Bid Forms are available for download after registration is approved by City Purchasing office. No plan fees or deposits are required for bid documents obtained through the City's E-bid System. Questions regarding electronic bidding should be directed to City Purchasing Office at ebids@pearlandtx.gov.

Bid Documents are also available for review at the following plan houses:

Amtek Plan Room	(713) 956-0100
The Associated General Contractors of America, Inc.	(713) 334-7100
Associated Builders & Contractors of Greater Houston	(713) 523-6222
Dodge Reports	(713) 316-9411

Bid Security, in the form of Cashier's Check, Certified Check, or Bid Bond, payable to the City of Pearland in the amount of 5% of the total base bid price, must accompany each Bid proposal. See Instructions to Bidders for Bond submittal information and instructions.

The City of Pearland reserves the right to reject any or all bids.

Crystal Roan,
City Secretary, City of Pearland

First Publication date July 14, 2021
Second Publication date July 21, 2021

LEGALS LEGALS

Published July 21 & 28, 2021

NOTICE TO BIDDERS
FRIENDSWOOD I.S.D.
RFP #21-010

FISD REQUEST FOR PROPOSAL #21-010
PROMOTIONAL ITEMS & APPAREL

The Friendswood Independent School District will be accepting Sealed Proposals (Texas Education Code 44.031) for PROMOTIONAL ITEMS & APPAREL. Sealed proposals can be submitted online or to FISD's Administration Building at 302 Laurel Drive, Friendswood, Texas 77546. Proposals must be received on or before 2:00 p.m., August 25, 2021. Bid packets are available on FISD's website www.myfisd.com/information-for-vendors or through the Public Purchase website www.publicpurchase.com. Please contact *cblain@fisdk12.net* with any questions. The Friendswood Independent School District reserves the right to postpone, to accept or to reject any and all proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities.

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding A
Zone Classification Change to Amend Avalon at
Friendswood Planned Unit Development (PUD) 2019-37 to Incorporate
26.921 Acres of Annexed Property (no zoning district assigned)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

• A zone classification change for 183.386 acres of land located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.224 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

The Planning and Zoning Commission will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The City Council will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

The City of Friendswood is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit http://relay-texas.com.

Leticia Brysch, City Secretary

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding Zoning Ordinance Amendments:
Intended to Accommodate the Development of Industrial (I) Zoned
Properties in the Panhandle Area

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

Proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

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Leticia Brysch, City Secretary

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding Zoning Ordinance Amendments:
Intended to Increase Mitigation Requirements to Promote
Preservation of Existing Trees

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

Proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

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Leticia Brysch, City Secretary

LEGALS LEGALS

Published July 21, 2021

NOTICE OF PUBLIC HEARINGS OF
THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS

Notice is hereby given that the City Council of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, the City Council of the City of Pearland will hold a hearing and Ordinance adoption consideration on Monday, **July 26, 2021**, at 6:30 p.m., at City Hall, 3519 Liberty Dr., Pearland, Texas 77581, by **telephone/video conference and in-person** with social distancing protocols and restrictions in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), for the following cases:

1. Thoroughfare Plan Amendments: A request by the City of Pearland, applicant, for approval of proposed amendments to the Thoroughfare Plan of the City's Comprehensive Plan, in accordance with Texas Local Government Code Sections 211.004 and 213.003, to promote health, safety, general welfare, and provide for adequate facilities for transportation.

At said hearing, all interested parties shall have the right and opportunity to appear and be heard on the subject. For additional information, please contact the Planning Department at 281-652-1765.

Martin Griggs, AICP, CNU-A
Planning Manager

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding A
Zone Classification Change Request to Change Approximately
3.65 Acres of Land from
Community Shopping Center (CSC) to Industrial (I)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

• A zone classification change for approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

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Leticia Brysch, City Secretary

For more news visit myreporternews.com

RICKY TULLOS OILER FOOTBALL CAMP

2nd - 9th Grade Football Camp 2021
Home of the 2010 5A Div. I State Champions
July 26-28 (M-W) at The Rig
8:00 a.m. - 11:00 a.m.



Instructors: Pearland Oilers Football Staff
COST: $75.00 PRE-REGISTER ~ $85 FOR WALKUPS
WEAR: SHORTS, T-SHIRT & RUNNING SHOES
BRING: A POSITIVE ATTITUDE,
CLEATS, WATER BOTTLE, SUNSCREEN & MEDICATIONS
SKILLS: FOOTBALL SKILLS, WEIGHT ROOM TECHNIQUES, NUTRITION, AND LEADERSHIP DEVELOPMENT

Fo more information contact RICKY TULLOS, CAMP DIRECTOR
281.997.3281 or tullosr@pearlandisd.org

ACC player selected in MLB Draft

Alvin Community College pitcher Owen Holt was recently selected in the Major League Baseball draft by the Cincinnati Reds.

Holt, of Houston, was taken in the 16th round of the draft and was the 480th overall pick.

"Owen came in with a mid-90 MPH fastball and good secondary stuff," ACC Baseball Coach Jason Schreiber said. "His personality and leadership was the attributes that impressed me the most. There is no doubt Owen will thrive in professional baseball."

Owen pitched for ACC this past season not long after he signed on to play for Harvard University.

"He came to us for the Spring semester," Schreiber said. "He wanted to play baseball and the Ivy League was not having their season due to COVID. Immediately Owen embraced the juco life and he fit in right away. "

Owen was 7-3 in the Spring season for ACC with 65 strikeouts and a 10.26 K/9 ratio.

This summer Holt has been pitching for the Williamsport Crosscutters in the MLB Draft League.



Photo courtesy of Williamsport Crosscutters


PROPOSED
ZONE
CHANGE
MORE INFORMATION:
zoningfriendswood.com
PUBLIC HEARING
AUGUST 12, 2021 7:00 PM
SEPTEMBER 13, 2021 5:30 PM
CITY HALL
StryPark.net
FOR SALE OR LEASE
DESIGN/BUILD
FOR INFORMATION
713-671-5300
4440

Rezoning Report

July 2021

Project: Industry Park 2

Address: Zone change affecting approximately 3.65 acres out of 18.0137 acres located at FM 2351 (address not yet assigned); entirety of tracts would be zoned Industrial (I)

Legal: 16.592 acres out of a 19.4825 acre tract, being Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas

.0918 acres out of a 19.4825 acre tract, being Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas

.1119 acre tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, .1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk file No. RP-2019-182701

1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, a subdivision of 9.7462 acres out of Lot 63 Divisions “B” & “C” and Lots 64 Division “D” of Hoidale-Coffman addition, Volume 3, Page 6, Harris County Map Records in the Perry and Austin League, Abstract 55, City of Friendswood, Harris County, Texas

Request: Change the zoning from change from Community Shopping Center (CSC) to Industrial (I)

Zoning Ordinance, Appendix C

I, Industrial District, general purpose and description. The I, Industrial District, is intended to provide for industrial uses and other uses not otherwise provided for in the other districts. The intensity of uses permitted in this district makes it necessary to separate it from all residential districts and most commercial districts wherever possible.

1. Area and height regulations. Area and height regulations in an I district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the

planning and zoning commission within the I district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an I district are set forth in subsection P of this section, permitted use table.

Existing Use/Site Attributes:
The proposed project envelops three major sections of land which all front FM 2351 or Beamer Road.

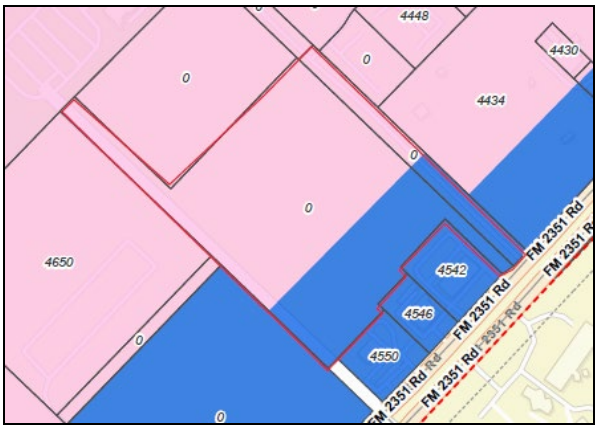


City of Friendswood Aerial Map

Zoning History:
The current zoning of the properties is Community Shopping Center (CSC) and Industrial (I).

Ordinance 84-15 changed the zoning of a 300ft x 660ft strip of the subject property (and the three tracts in front) from Industrial (I) to Community Shopping Center (CSC). In the early 80's several tracts were rezoned to provide a 300-ft commercial buffer along FM 2351.

Adjacent Zoning/Land Use:
The property is bordered by tracts that are zoned Community Shopping Center (CSC) and Industrial (I). Access to the development is from FM 2351 and Beamer Road.



City of Friendswood Zoning Map

Platting Analysis:
The subject property will be required to plat at the time of development. Platting can be accomplished in phases provided that each phase complies with both state law and City of Friendswood Ordinances. Plats will be reviewed by all applicable city departments and approved by the Planning and Zoning Commission.

Planning Analysis:
The Planning and Zoning Commission is working on some amendments to the Zoning Ordinance to accommodate Industrial development on this tract and others that are located in the panhandle area. The proximity to other existing developments that are not inside the City limits of Friendswood and the industrial nature of the panhandle area

Notice of the public hearings was published in the newspaper, a sign was posted on the property and property owner notices were mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:
The 2008 Future Land Use Map identifies this property as "Special Interest Non-Residential with Industrial Emphasis."

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:
The developer must provide on-site detention. Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Harris County Flood Control District design criteria.

Utilities:
The developer will be required to extend water and sewer infrastructure to the development. Electricity and natural gas services would be provided by Centerpoint.

Access:
The property currently has access to FM 2351 and the private road to Timber Creek Golf Course. Development of the tract will require platting and compliance with the Subdivision Ordinance requirements.

Park/Open Space:
Parkland Dedication does not apply to commercially zoned property.

City of Friendswood

Memo

To: **Mayor and City Council**

From: **Joe Matranga, Planning & Zoning Commission Chairman**

Aubrey Harbin, Director of Community Development/Planner

Date: **August 23, 2021**

Re: **A zone classification change for approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned) to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I)**

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone classification change for 3.65 acres along FM 2351 from Community Shopping Center to Industrial.

This zone change request is a result of the Planning and Zoning Commission and City Staff collaboratively working with the property owner to develop his property while avoiding a planned unit development. Changing the zoning of approximately 3.65 acres out of the 18.0137 acre tract so that the entire tract is zoned Industrial (I) will allow for consistent and harmonious development of the tract for industrial uses while maintaining commercial uses along a significant portion of FM 2351. This proposed change is consistent with the Future Land Use Map and the intentions for the City's panhandle area to be developed with an industrial emphasis.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The applicant is proposing to change the zoning of approximately 3.65 acres from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change will allow the property to developed in accordance with the Industrial (I) zoning regulations.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone classification change.

This zone change request is a result of the Planning and Zoning Commission and City Staff collaboratively working with the property owner to develop his property while avoiding a planned unit development. Changing the zoning of approximately 3.65 acres out of the 18.0137 acre tract so that the entire tract is zoned Industrial (I) will allow for consistent and harmonious development of the tract for industrial uses while maintaining commercial uses along a significant portion of FM 2351. This proposed change is consistent with the Future Land Use Map and the intentions for the City's panhandle area to be developed with an industrial emphasis.

ATTACHMENTS

1. Ord 2021-XX Industry Park 2 Zone Change from CSC to I 08-24-2021 (reformatted for agenda)
2. Exhibit A

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR 3.65 ACRES OUT OF 18.0137 ACRES LOCATED ALONG FM 2351 (ADDRESS NOT YET ASSIGNED), THE 18.0137 ACRES MORE FULLY DESCRIBED IN 4 TRACTS: 16.592 ACRES OUT OF AND PART OF TRACT B AND C OF LOT 63 OF THE COFFMAN AND HOIDALE SUBDIVISION, .0918 ACRES OUT OF AND PART OF TRACTS B AND C, OF LOT 63, OF THE COFFMAN AND HOIDALE SUBDIVISION, AND .1119 ACRES OF LAND OUT OF AND PART OF DIVISION B, OF LOT 63 OF THE HOIDALE-COFFMAN ADDITION SUBDIVISION, A SUBDIVISION IN HARRIS COUNTY, TEXAS OUT OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS, AS RECORDED IN VOLUME 3, PAGE 6, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; AND 1.218 ACRES KNOWN AS RESTRICTED RESERVE I WITHIN THE PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, FILM CODE 688395, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM COMMUNITY SHOPPING CENTER (CSC) TO INDUSTRIAL (I) SO THAT THE ENTIRETY OF THE REFERENCED TRACTS WILL BE ZONED INDUSTRIAL (I); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, Coastal Bend Property Development, LP, represented by Daniel Rucker, is the Owner of the tract located at along FM 2351 (address not yet assigned), also known as 18.0137 acres consisting of four tracts as described: 16.592 acres out of a 19.4825 acre tract, being Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; .0918 acres out of a 19.4825 acre tract, being Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; .1119 acre tract of land located in the Perry

and Austin League, Abstract 55, Harris County, Texas, being out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, .1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk file No. RP-2019-182701; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, a subdivision of 9.7462 acres out of Lot 63 Divisions "B" & "C" and Lots 64 Division "D" of Hoidale-Coffman addition, Volume 3, Page 6, Harris County Map Records in the Perry and Austin League, Abstract 55, City of Friendswood, Harris County, Texas , as also depicted in Exhibit "A" incorporated herein by reference, (the "Property"); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Community Shopping Center (CSC) to Industrial (I); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with

the applicable provisions of the City Charter, City Code and all other applicable laws; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", from Community Shopping Center (CSC) to Industrial (I), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

Exhibit “A”

1. Application
2. Deed and Metes and Bounds Description
3. Plat
4. Aerial Map
5. Location Map
6. Zoning Map

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

City of Friendswood
JUN 21 2021
Received by: BB

Zone Change Application

CURRENT ZONE OF PROPERTY: CSC

TYPE OF ZONE CHANGE (check one):

- ☒ Land Use Change to Zone: I
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2
- SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: See attached Exhibit A for all tracts

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Coastal Bend Property Development, LP Phone: 281-648-1268

Owner's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-0832

Owner's Email Address: drucker@cbpd.net

AGENT'S NAME : Stephanie Canady Phone: 281-648-1268

Agent's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-1268

Agent's Email Address: scanady@cbpd.net

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature Don Rucker Date: 6-15-21

Agent's Signature: _____ Date: 6-15-21

Received By:	Becky Bennett	Application Number:	PLAN-2021-0031
Date of Public Hearing:	8-12-21	Received Date:	6-21-2021
Property Owner Notices:	7-30-21	Newspaper Notice:	7-19-21
		Sign on Property:	7-30-21

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☑ Application Fee of $300 (PUD $500)
(Changes in/to Downtown District may be eligible for fee waiver)

■ Current Deed of Record

■ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

Electronically Recorded
REC#: 20150084708
COUNTY: HARRIS
DATE: 3-3-2015

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 11, 2015

Grantor: BSR, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Managing Members, MARYLYN REED and JASON ALEXANDER

Grantor's Mailing Address (including county):

307 East Edgewood
Friendswood, Galveston County, Texas 77546-3822

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration:

For Ten and No/100 Dollars ($10.00) and a Note of even date that is in the principal amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($475,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantee to Keith A. Mullins, Trustee.

Property (including any improvements):

TRACT 1:
A tract of land containing 16.592 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63) of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 14045068

FILED BY
ALAMO TITLE COMPANY

SAVE AND EXCEPT that certain tract of land, known as Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 2:
Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 3:
A tract of land containing 0.0918 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63), of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the Property. Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors, or assigns forever. Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the Property are retained until the Note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE ACCEPTS THE PROPERTY "AS IS", IN THE PRESENT CONDITION OF THE PROPERTY WITH ANY AND ALL DEFECTS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, EXCEPT FOR THE GENERAL WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT FOR ANY REPRESENTATIONS AND/OR WARRANTIES CONTAINED IN THE CONTRACT BY AND BETWEEN GRANTOR AND GRANTEE WHICH SURVIVE THE CLOSING OF THIS TRANSACTION.

BSR, L.L.C., a Texas limited liability company

By: _____
Name: MARYLYN REED
Title: Managing Member

By: _____
Name: JASON ALEXANDER
Title: Managing Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a Texas limited liability company
General Partner

By: _____
Name: DANIEL D. RUCKER
Title: Managing Member

By: _____
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 13th day of February, 2015, by MARYLYN REED, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 13th day of February, 2015, by JASON ALEXANDER, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

Notary Public, State of Texas
Notary's printed name:_____

Notary's commission expires:_____

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

(H:\ns\titleco\Feb 2015\22-14045068-GH)

EXHIBIT "A"

TRACT 1:

A tract of land containing **16.592** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found in the northerly right-of-way line of F.M. 2351 (120' R.O.W.) said iron rod marking the common line between Lots 63 and 64, said point being the most southeasterly corner of Lot 63 and the most southwesterly corner of Lot 64;

Thence S. 43° 39' 30" W., along said northerly line, a distance of 100.01 feet to a 1/2 inch iron rod set for corner;

Thence N. 45° 00' 38" W., a distance of 260.46 feet to a 1/2 inch iron rod set for corner;

Thence S. 43° 54' 59" W., a distance of 195.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 51.82 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 125.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 5.00 feet to a 5/8 inch iron rod found for corner;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found for corner;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 40.00 feet to a 1/2 inch iron rod set for the South corner of the herein described tract in the line common to Tracts A and B;

Thence N. 45° 00' 38" W., along said line, a distance of 1105.98 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract, said point being the common northwesterly corner of Tracts C and D;

Thence N. 45° 40' 00" E., a distance of 660.00 feet to a railroad spike found marking the most northerly corner of the herein described tract, said point being the common northeasterly corner of Tracts C and D;

Thence S. 45° 00' 38" E., along the line common to Tracts C and D, a distance of 1275.84 feet to the **Point of Beginning**, and containing 16.592 acres of land, more or less.

SAVE & EXCEPT that certain tract of land, known as Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map of plat thereof recorded at Film Code No. 646183 of the Map Records of Harris County, Texas.

EXHIBIT "A"
(continued)

TRACT 2:

Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at FilmCode No. 646183 of the Map Records of Harris County, Texas.

TRACT 3:

A tract of land containing **0.0918** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod set for the most southerly corner of the herein described tract at a point located N. 44° 59' 22" E., a distance of 40.00 feet from the South corner of Tract 1 as described above;

Thence N. 44° 59' 22" E., a distance of 200.00 feet to a 1/2 inch iron rod set marking the most easterly corner of the herein described tract;

Thence N. 45° 00' 38" W., a distance of 20.00 feet to a 5/8 inch iron rod found marking the most northerly corner of the herein described tract;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to the **Point of Beginning**, and containing 0.0918 acre of land, more or less.

Return To: Coastal Bend Property Dev.
4558 FM 2351
Friendswood TX 77546

ER 066-58-1935

20150084708
Pages 8
03/03/2015 09:57:11 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 40.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-289010
07/01/2020 ER $26.00

SPECIAL WARRANTY DEED

NOTICE OF CONFIENTIALLY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENTS THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 24, 2020

Grantor: COASTAL BEND LAND INVESTMENS, LP, a Texas limited partnership

Grantor's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546

Grantee: Coastal Bend Property Development, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration

Property (including any improvements):

BEING a 0.119 acre tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. RP-2019-182701, said 0.1119 acre tract being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservation from and exceptions to Conveyance and Warranty:

Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from the exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY SO TITLE EXPRESSLY SET FORTH HEREIN.

DANIEL D. RUCKER, PRESIDENT
COASTAL BEND LAND INVESTMENTS, LP
A TEXAS LIMITED PARTNERSHIP

The State of Texas §

County of Harris §

This instrument was acknowledged before me on the 24th day of June, 2020, by Daniel D. Rucker, President, of COASTAL BEND LAND INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP.

STEPHANIE CANADY
Notary Public, State of Texas
Comm. Expires 07-15-2023
Notary ID 130295544

Notary Public, State of Texas
Notary's Printed Name: Stephanie Canady

Notary's commission expires: 7-15-23

EXHIBIT "A"

BEING a 0.119 acres tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. 005-71-1739, said 0.119 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northerly corner of EAGLE SUBDIVISION according to the map or plat thereof recorded in Volume 390 Page 134 of the Map Records of Harris County, Texas:

THENCE North 48° 18' 48" West, a distance of 25.00 feet to a capped iron found for the northerly corner of the herein described tract;

THENCE South 40° 36' 49" West, a distance of 195.00 feet to a capped iron found for the westerly corner of the herein described tract;

THENCE South 48° 18' 48" East, a distance of 25.00 feet to a 5/8" iron rod found for the westerly corner of said EAGLE Subdivision;

THENCE North 40° 36' 49" East, along and with the westerly line of said EAGLE Subdivision a distance of 195.00 feet to the **POINT OF BEGINNING.**

RP-2020-289010

Pages 4

07/01/2020 03:58 PM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

CHRIS HOLLINS

COUNTY CLERK

Fees $26.00

RP-2020-289010

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

Original Deed before Partial Plat of Industry Park Friendswood

Electronically Recorded
REC#: 20150158418
COUNTY: Harris
DATE: 4-17-15

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: April 8, 2015

Grantor: FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Sole Member, FRANCIS B. FREEMAN, JR.

Grantor's Mailing Address (including county):

16221 Foster Street
Overland Park, Johnson County, Kansas 66085-8418

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A 9.5455 acre trat of land being out of and a part of Division A, Lot Sixty-Three (63) of HOIDALE AND COFFMAN SUBDIVISION, of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas, according to the map or plat of same recorded in Volume 3, Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in Deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345. 20080057856, 20080057863 and 20090356404, all of the Real Property Records of Harris County, Texas, said 9.5455 acre tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 140466665

FILED BY
ALAMO TITLE COMPANY

Reservations from and exceptions to Conveyance and Warranty:

1. **Restrictive Covenants filed for record under Harris County Clerk's File Numbers 20070519344 and 20150141378.**

2. **Easement(s) for the purpose(s) shown below and ridghts incidental thereto, as granted in a document:**

   Purpose: roadway easement
   Recording No.: Volume 3, Page 6 of the Map Records of Harris County, Texas
   Affects: Forty feet (40') in width along the Southwesterly Property line

   as shown on Survey dated June 3, 2008, revisesd on May 13, 2014, prepared by James H. Thomas, R.P.L.S. No. 5736, Job No. 15256.

3. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1070, Page 65 of the Deed Records of Harris County, Texas.**

4. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1067, Page 78 of the Deed Records of Harris County, Texas.**

5. **Interest in and to all coal, lignite, oil, gas and other minereals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number T937266.**

6. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U059011.**

7. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U281794.**

8. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20070519344 and 20070519345.**

9. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20080057856 and 20080057863.**

10. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 2, 1934, recorded in Volume 245, Page 388 of the Contract Records of Harris County, Texas. Said Lease assigned to Humble Oil & Refining Company by instrument recorded in Volume 251, Page 124 of the Contract Records of Harris County, Texas.**

11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 8, 1934, recorded in Volume 248, Page 449 of the Contract Records of Harris County, Texas. Said Lease pooled by Agreement recorded in Volume 285, Page 459 of the Contract Records of Harris County, Texas.

Unit Agreement as set out in instrument filed under Harris County Clerk's File Number D963691.

12. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 19, 2012, recorded at Harris County Clerk's File Number 20120564557.

13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by Survey:

Job No.: 15256
Dated: June 3, 2008
Prepared by: James H. Thomas, R.P.L.S. No. 5736
Matters shown: proposed future one hundred twenty foot (120') right-of-way for Blackhawk Boulevard along the North-Westerly Property line.

Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property, and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, EXPRESS OR IMPLIED, WRITTEN OR ORAL. IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE

NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; and (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

FREEMAN HOLDINGS OF TEXAS, L.L.C.,
a Texas limited liability company

By: F.B. Freeman IV Sole Member
Name: FRANCIS B. FREEMAN, JR.
Title: Sole Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY DEVELOPMENT, LP,
a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a
Texas limited liability company,
General Partner

By: Daniel D. Rucker
Name: DANIEL D. RUCKER
Title: Managing Member

By: Richard L. Kinsel Jr.
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

\

THE STATE OF ~~KANSAS~~ Louisiana LG {}

COUNTY OF ~~JOHNSON~~ Orleans LG {}

This instrument was acknowledged before me on the 8th day of April, 2015, by FRANCIS B. FREEMAN, JR., Sole Member of FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, on behalf of said company.

LETTYCHA GONZALEZ
Notary Public
State of Louisiana
Orleans Parish
Notary ID # 134603
My Commission is for Life

Lettycha Gonzalez

Notary Public, State of ~~Kansas~~ Louisiana LG

Notary's printed name: Lettycha Gonzales

Notary's commission expires: Upon death

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 14th day of April, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 14th day of April, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

(H:jkm\titleco\April15\22-14046665-GH)

Return to: Coastal Bend Property
4558 FM 2351 Rd.
Friendswood, Texas 77546

EXHIBIT "A"

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

Thomas Land Surveying
Surveying • Planning • Project Management

May 14, 2014

9.5455 Acres

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

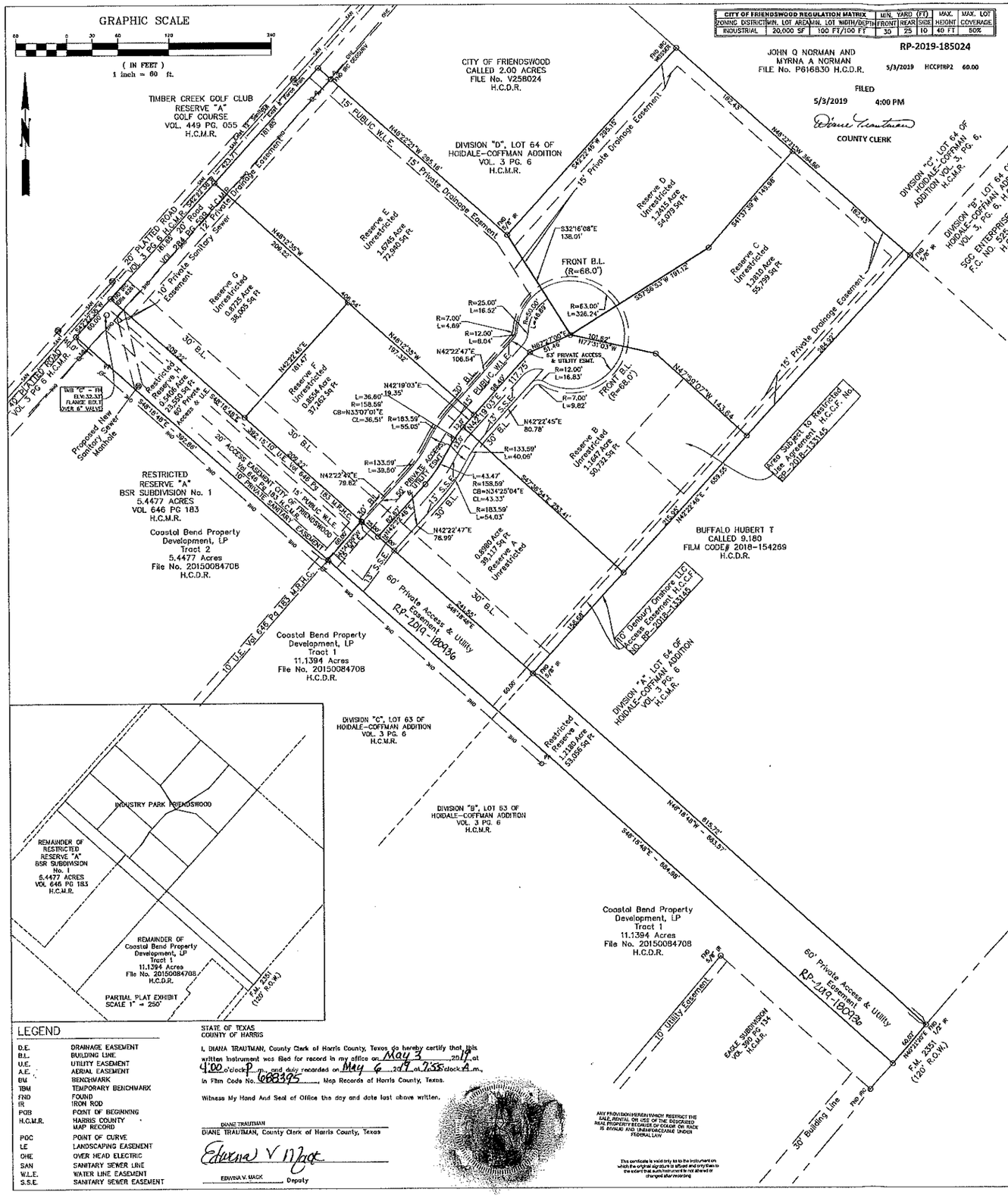
Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 15256) made under the direction of James H. Thomas, Registered Professional Land Surveyor on July 21, 2007, and revised on May 7, 2014.

James H. Thomas, R.P.L.S. No. 5736

STATE OF TEXAS
REGISTERED
JAMES H. THOMAS
5736
PROFESSIONAL
LAND SURVEYOR

14340 Torrey Chase Blvd., Suite 270 • Houston, Texas 77014
(281) 440-7730 • Fax (281) 440-7737
www.thomaslandsurveying.com



CITY OF FRIENDSWOOD REGULATION MATRIX				MIN. YARD (FT)			MAX.	MAX. LOT
ZONING DISTRICT	MIN. LOT AREA	MIN. LOT WIDTH/DEPTH		FRONT	REAR	SIDE	HEIGHT	COVERAGE
INDUSTRIAL	20,000 SF	100 FT/100 FT		30	25	10	40 FT	50%

METES AND BOUNDS

BEING a 9.7462 acre tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B and C, of Lot 63 and Division D, of Lot 64 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, also being out of Restricted Reserve A of the BSR SUBDIVISION No. 1 according to the Map or Plat recorded in Volume 646 Page 183 of the Map Records of Harris County, Texas. Being that same tract of land conveyed to Coastal Bend Property Development, LP, Harris County Clerk File No RP-2018-133144 and out of and apart of Tracts 1 and 2 conveyed to Coastal Bend Property Development, LP, Harris County Clerk File No. 20150084708, said 9.7462 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the northerly right-of-way line of F.M. 2351 (120' R.O.W.) said iron rod marking the common line between Lots 63 and 64 of said HOIDALE-COFFMAN ADDITION;

Thence N. 48° 18' 48" W., along and with the said common line of Lot 64 Division A and Lot 63 Division B a distance of 615.72 feet to a found 5/8" iron rod for the common corner of Lot 63 Division C and B, and Lot 64 Division A and D of said HOIDALE-COFFMAN ADDITION;

Thence N. 42° 22' 46" E., along the common line of said Lot 64 Division A and D, a distance if 659.55 feet to a found 5/8" iron rod for the common corner of Lot 64 Division A, B, C, and D;

Thence N. 48° 22' 21" W., along and with the common line of said Lot 64 Division C and D, a distance of 364.86 feet to a found capped iron rod (WEISSER) being the east corner of a called 2.00 acre tract as described in Harris County Clerk File No V258024 Harris County, Tx;

Thence S. 42° 22' 46" W., along and with the southeasterly line of said 2.00 acre tract at a distance of 295.15 feet to a found 5/8" iron rod for the south corner of said 2.00 acre tract and an interior corner of the herein described tract;

Thence N. 48° 22' 21" W., along and with the southwesterly line of said 2.00 acre tract at a distance of 275.16 feet passing a found capped iron rod (GEOSURV) and continuing for a total distance of 295.16 feet to a point for corner also being in the southerly line of TIMBER CREEK GOLF CLUB according to the map or plat thereof recorded in Volume 449 Page 055 of the Map Records of Harris County, Texas also being the northwesterly line of said Lot 64 Division D;

Thence S. 42° 22' 38" W., along and with the southerly line of said TIMBER CREEK GOLF CLUB, and along the northwesterly line of said Lot 64 Division D at a distance of 353.71 feet passing a found capped iron rod (ELLIS 6261) for the north corner of said Lot 63 Division C and the west corner of said Lot 64 Division D and continuing for a total distance of 423.71 feet to a point for corner;

Thence S. 48° 18' 48" E., a distance of 1,277.84 feet to the said northerly right-of-way line of F.M. 2351 (120' R.O.W.)

Thence N. 40° 21' 20" E., along and with said northerly right-of-way line of F.M. 2351 (120' R.O.W.) a distance of 50.02 feet to the POINT OF BEGINNING and containing 9.7462 acre of land.

CITY OF FRIENDSWOOD

This is to certify that the Planning & Zoning Commission of the City of Friendswood, Texas has approved this INDUSTRY PARK FRIENDSWOOD, as shown hereon.

IN TESTIMONY WHEREOF, witness the official signature of the Chairman and Development Coordinator of the Planning & Zoning Commission of the City of Friendswood, Texas, this 8 day of May, 2019.

Becky Summers
Becky Summers, Development Coordinator

Joe Matranga
Joe Matranga, Chairman

I, Morad Kabiri, PE – CITY ENGINEER of the City of Friendswood, Texas do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas and further it complies with all of the ordinances as adopted by the City Council.

Morad Kabiri, PE City Engineer

STATE OF TEXAS
COUNTY OF HARRIS

WE, COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, acting by and through Don Rucker, its Partner, Hereinafter referred to as Owners of the 9.7462 acre tract described in the above and foregoing map of INDUSTRY PARK FRIENDSWOOD, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

WE, COASTAL BEND PROPERTY DEVELOPMENT, LP, owner of the remainder of a 5.4477 acre tract that is currently being partially subdivided as INDUSTRY PARK FRIENDSWOOD, confirm that the development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the City. If such plat is required, in accordance with the rules and regulations of the City governing plats and the subdivision of the land in effect at the time the application for plat approval for such portion is sought.

WE, COASTAL BEND PROPERTY DEVELOPMENT, LP, owner of the remainder of a 11.1394 acre tract that is currently being partially subdivided as INDUSTRY PARK FRIENDSWOOD, confirm that the development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the City. If such plat is required, in accordance with the rules and regulations of the City governing plats and the subdivision of the land in effect at the time the application for plat approval for such portion is sought.

IN TESTIMONY WHEREOF, COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, has caused these presents to be signed by Don Rucker, its Partner, thereunto authorized, this 2nd day of May, 2019.

COASTAL BEND PROPERTY DEVELOPMENT, LP
A Texas limited partnership

By: Don Rucker
Partner

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Don Rucker, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 2019.

Melinda Nichols
Notary Public In and for the State of Texas

Melinda Nichols
Printed Name

ID Number

My Commission Expires: 08/04/2023

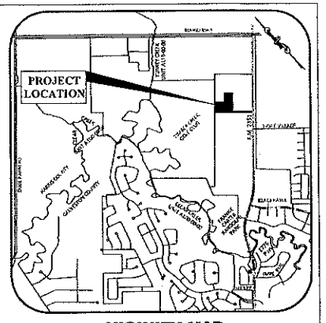
Melinda Nichols
My Commission Expires
08/04/2023
ID No. 10188112

This is to certify that I, SCOTT D. ELLIS, a registered professional land surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground, that all block corners, angle points, and points of curve are properly marked, and that this plat correctly represents that survey made by me, the boundary closes within one foot and 10,000 feet.

Scott D. Ellis

Scott D. Ellis, R.P.L.S., Texas Registration No. 6261

STATE OF TEXAS
REGISTERED
SCOTT D. ELLIS
6261
PROFESSIONAL
LAND SURVEYOR


PROJECT LOCATION
FM 2351
LOCKWOOD
FRIENDSWOOD
CLEAR CREEK
FRIENDSWOOD DR
FRIENDSWOOD CITY
CLEAR LAKE CITY
SAGEMONT
SAGEMONT DR
SAGEMONT
SAGEMONT DR
SAGEMONT
SAGEMONT DR

ArcGIS Web Map



6/23/2021, 4:08:20 PM

City Limits

Streets

Parcels

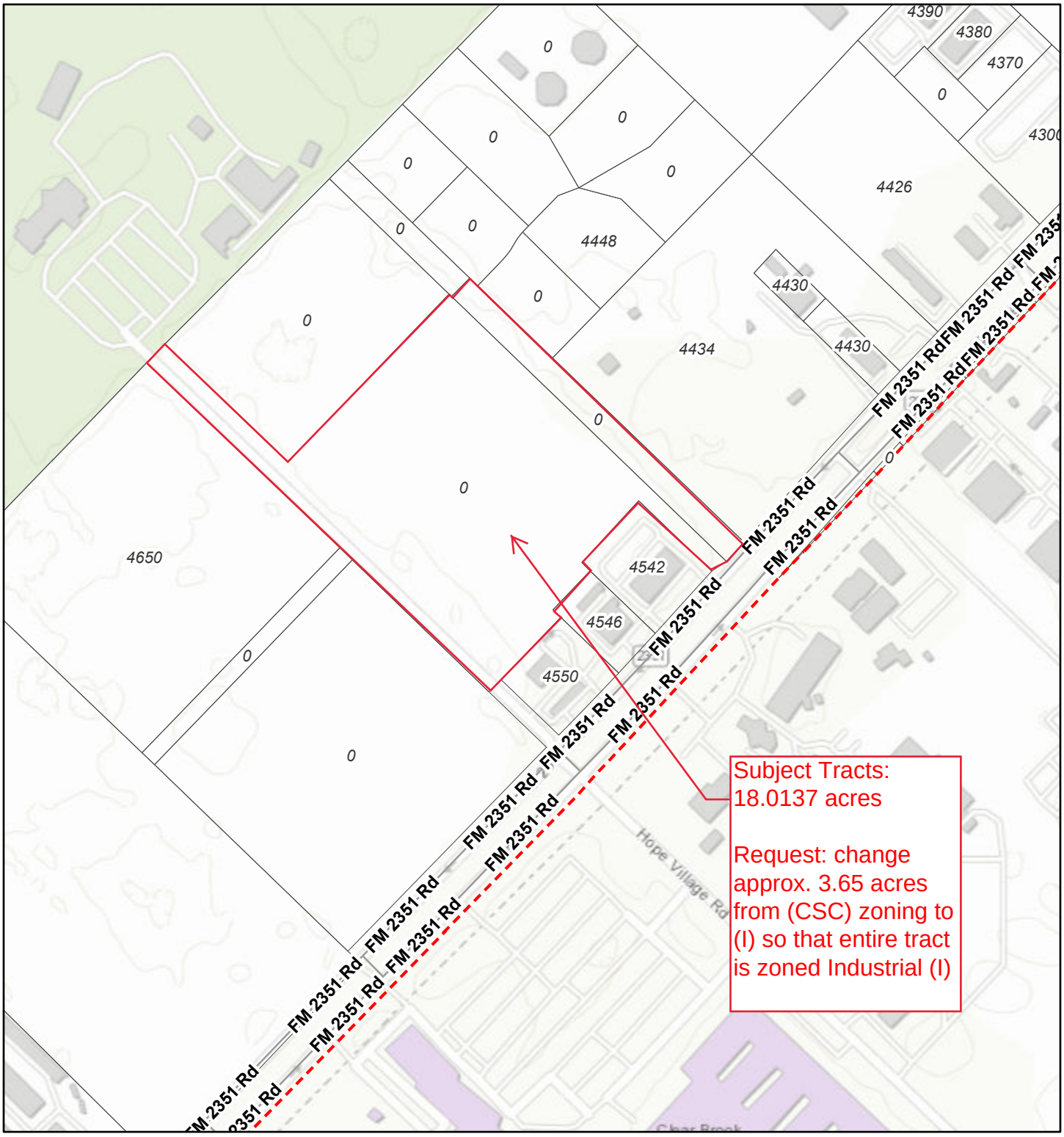
1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web Map



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City Limits

Streets

Parcels

1:4,514

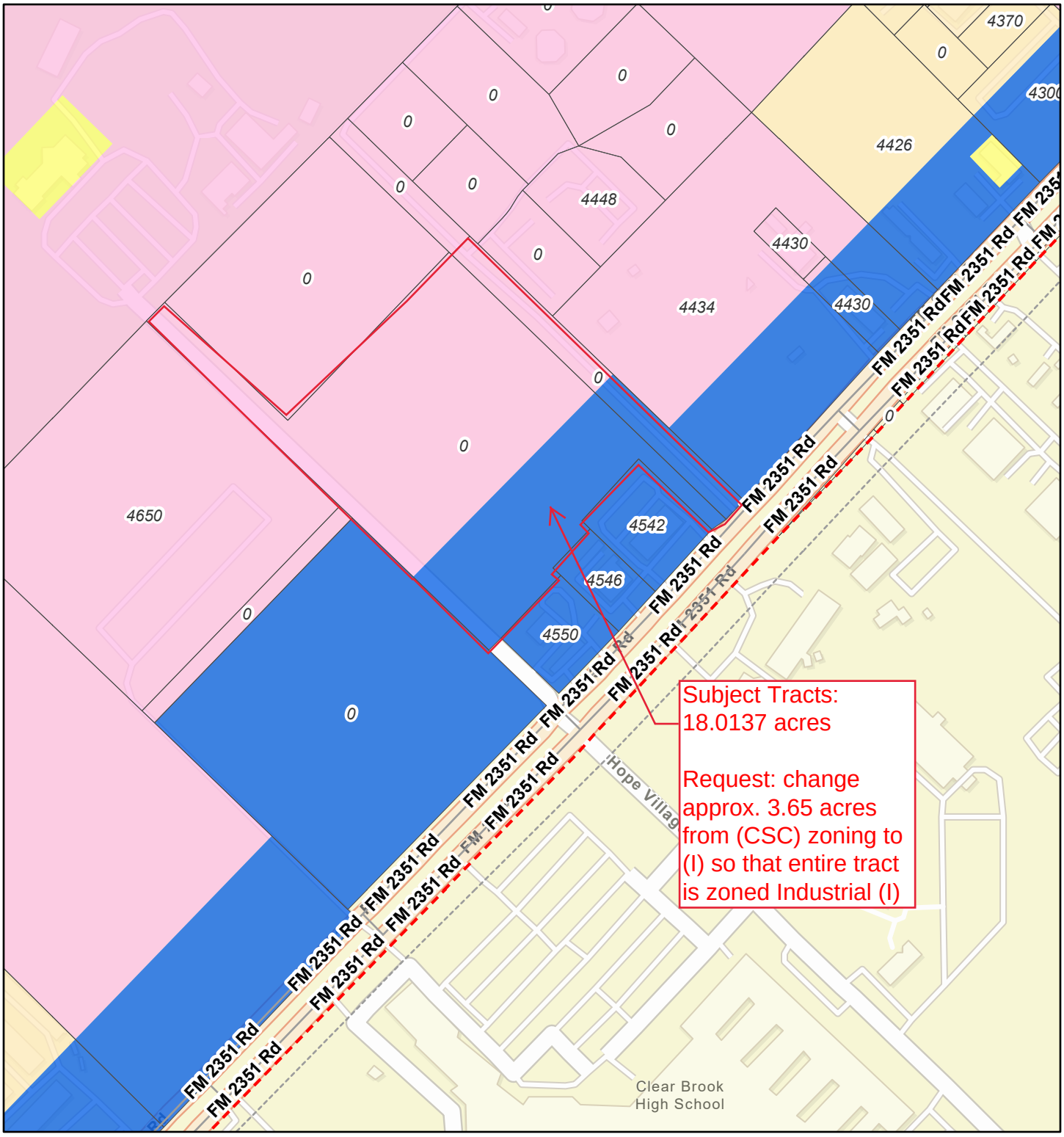
0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder
City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web Map



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City Limits
Streets
Parcels

Zoning of Parcels
CSC
I
LI
PUD

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/02/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments, both oral and written regarding a zone classification of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is in the process of redesigning the site for Fire Station No. 2 as part of a bond package. The current zoning of Single Family Residential (SFR) does not allow governmental uses, i.e. NAICS Use #922, Justice, Public Order and Safety Activities. The existing building was grandfathered, but with that building being demolished and a new one constructed, the zoning must be brought into compliance. The site will be subject to the Community Overlay District (COD) requirements in addition to requirements of the Community Shopping Center (CSC) zoning district.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property as "Low Density Residential;" however, the 2021 Draft of the Future Land Use Map identifies the property intended for "Public and Semi-Public" use. A new fire station is a critical need to the City and the Friendswood Volunteer Fire Department.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the requested zone classification change for 1.00 acres at 2601 W. Parkwood Avenue, the current location of Fire Department Station No. 2, from Single Family Residential (SFR) to Community Shopping Center (CSC).

See attached recommendation memo for full recommendation.

ATTACHMENTS

1. Application Fire Station No 2 zone change
2. Fire Station Deed

3. Aerial Map_Fire Station 2
4. Location Map_Fire Station 2
5. Zoning Map_Fire Station 2
6. Rezoning Report 2601 W Parkwood Ave Aug 2021
7. PZ Rec Memo 2601 W Parkwood Ave Rezoning 08-27-2021

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

- ☒ Land Use Change to Zone: CSC
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2
- SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 2605 W. Parkwood Drive Friendswood, TX 77546

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: City of Friendswood Steven Rhea, Phone: 281 993 ~~3402~~ 3203

Owner's Mailing Address: 910 S. Friendswood Dr. City Manager

City: Friendswood State: TX Zip: 77546 Fax: NA

Owner's Email Address: hmedwedeff@friendswood.com srhea@friendswood.com

AGENT'S NAME : Luis Perez/PGAL Phone: 713 622 1444

Agent's Mailing Address: 3131Briarpark Drive

City: Houston State: TX Zip: 77042 Fax: NA

Agent's Email Address: lperez@pgal.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature Hailee Medwedeff Date: 7/19/2021 / 7-29-21

Agent's Signature: Luis Perez Date: 07/19/2021

Received By:	Becky Burnett	Application Number:	PLAN-2021-0038
Date of Public Hearing:	8.26.21	Received Date:	7.19.21
Property Owner Notices:	8.13.21	Newspaper Notice:	8.4.21
		Sign on Property:	8.13.21

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☐ Application Fee of $300 (PUD $500)
(Changes in/to Downtown District may be eligible for fee waiver)

☐ Current Deed of Record

☐ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

235250

DEED

BOOK 3235 PAGE 486

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

That we, RALPH L. LOWE and wife, MARJORIE M. LOWE, of the County of Galveston, State of Texas, for and in consideration of the love and affection which we have and bear for the CITY OF FRIENDSWOOD, HAVE GIVEN, GRANTED, AND CONVEYED, and by these presents DO HEREBY GIVE, GRANT, AND CONVEY unto the CITY OF FRIENDSWOOD, of the Counties of Galveston and Harris, State of Texas, all of that certain tract of land, containing one (1) acre, more or less, in Galveston County, Texas, and being more particularly described on Exhibit "A" attached hereto and for all purposes made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title, and interest of Grantors in and to adjacent streets, alleys, and rights-of-way unto the said CITY OF FRIENDSWOOD, its successors and assigns forever and Grantors do hereby bind themselves and their heirs, personal representatives, successors, and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Executed this 28th day of December, 1979.

Ralph L. Lowe
RALPH L. LOWE

Marjorie M. Lowe
MARJORIE M. LOWE

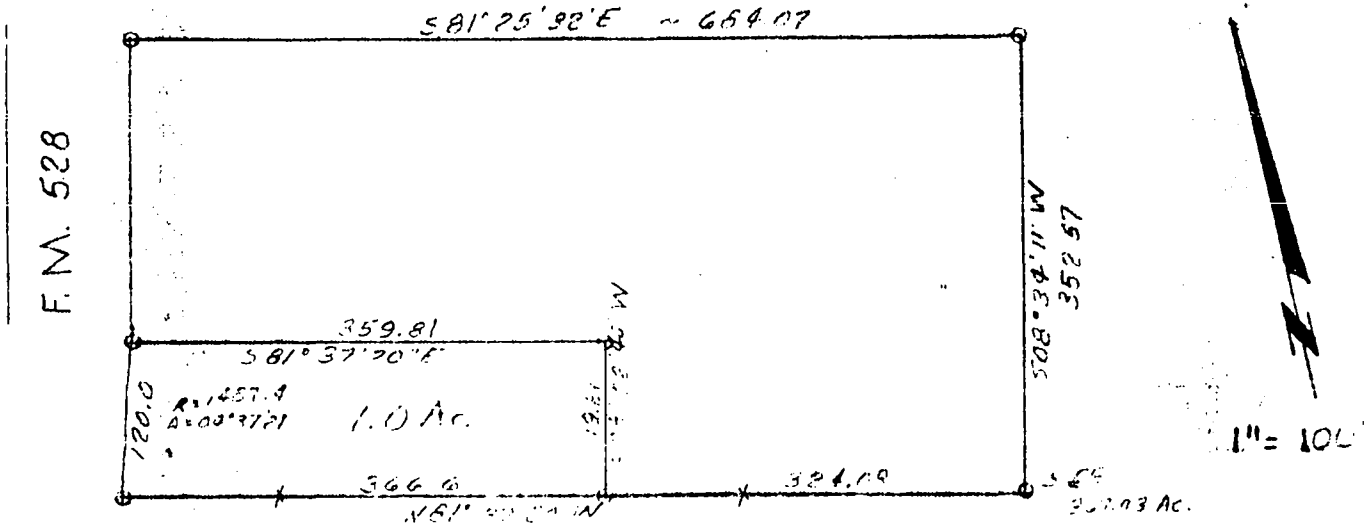
THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared RALPH L. LOWE and wife, MARJORIE M. LOWE, known to me to be the persons whose names were subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 21st day of December, 1979.

Bobbie C. Henry
Notary Public In and For
Galveston County, Texas

EXHIBIT "A"



VOL 3235 PAGE 488

SURVEY PLAT SHOWING BOUNDARIES OF 1.00 ACRE OF LAND, BEING A PART OF THE MARY SLOAN SURVEY, ABSTRACT 164, GALVESTON COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN 367.03 ACRE TRACT CONVEYED BY WILLIAM F. McCORD, TRUSTEE, ET AL, TO ROBERT H. HOLCOMB, TRUSTEE, BY DEED DATED DECEMBER 31, 1965, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, UNDER FILE NO. 1788, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod marking the southeast corner of the herein described tract, said iron rod being located North 81 deg. 37 min. 20 sec. West - 324.08 feet from the southeast corner of the aforementioned 367.03 acre tract;

THENCE North 81 deg. 37 min. 20 sec. West - 366.6 feet to a point for corner on the easterly right of way line of Farm to Market Road No. 528;

THENCE along said right of way line with a curve to the left, having a Central Angle of 04 deg. 37 min. 21 sec., a Radius of 1487.4 feet, a distance of 120.0 feet to a point for corner and being the northwest corner of the herein described tract;

THENCE South 81 deg. 37 min. 20 sec. East - 359.81 feet to an iron rod and being the northeast corner of the herein described tract;

THENCE South 08 deg. 22 min. 40 sec. West - 119.11 feet to the PLACE OF BEGINNING and containing 1.00 acre of land.

I, D. H. ADAMS, Registered Public Surveyor No. 580, do hereby certify that the above survey was made on the ground during November, 1979, under my supervision, and this plat is true and correct to the best of my knowledge and belief.

D. H. ADAMS
580

D. H. Adams, Registered Public Surveyor Number 580

D E E D

BOOK 3235 PAGE 489

STATE OF TEXAS COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.

APR 10 1980

Mary Jane Christensen
COUNTY CLERK, Galveston County, Texas

235250

FILED FOR RECORD

APR 10 9 14 AM 1980

COUNTY CLERK, GALVESTON COUNTY, TEXAS

CITY OF FRIENDSWOOD
ATTN: BOBBIE C. HENRY
CITY SECRETARY
109 WILLOWICK
FRIENDSWOOD, TEXAS 77546

ArcGIS Web Map



7/22/2021, 9:23:55 AM

City Limits Streets Parcels

1:1,128

0 0.01 0.01 0.03 mi

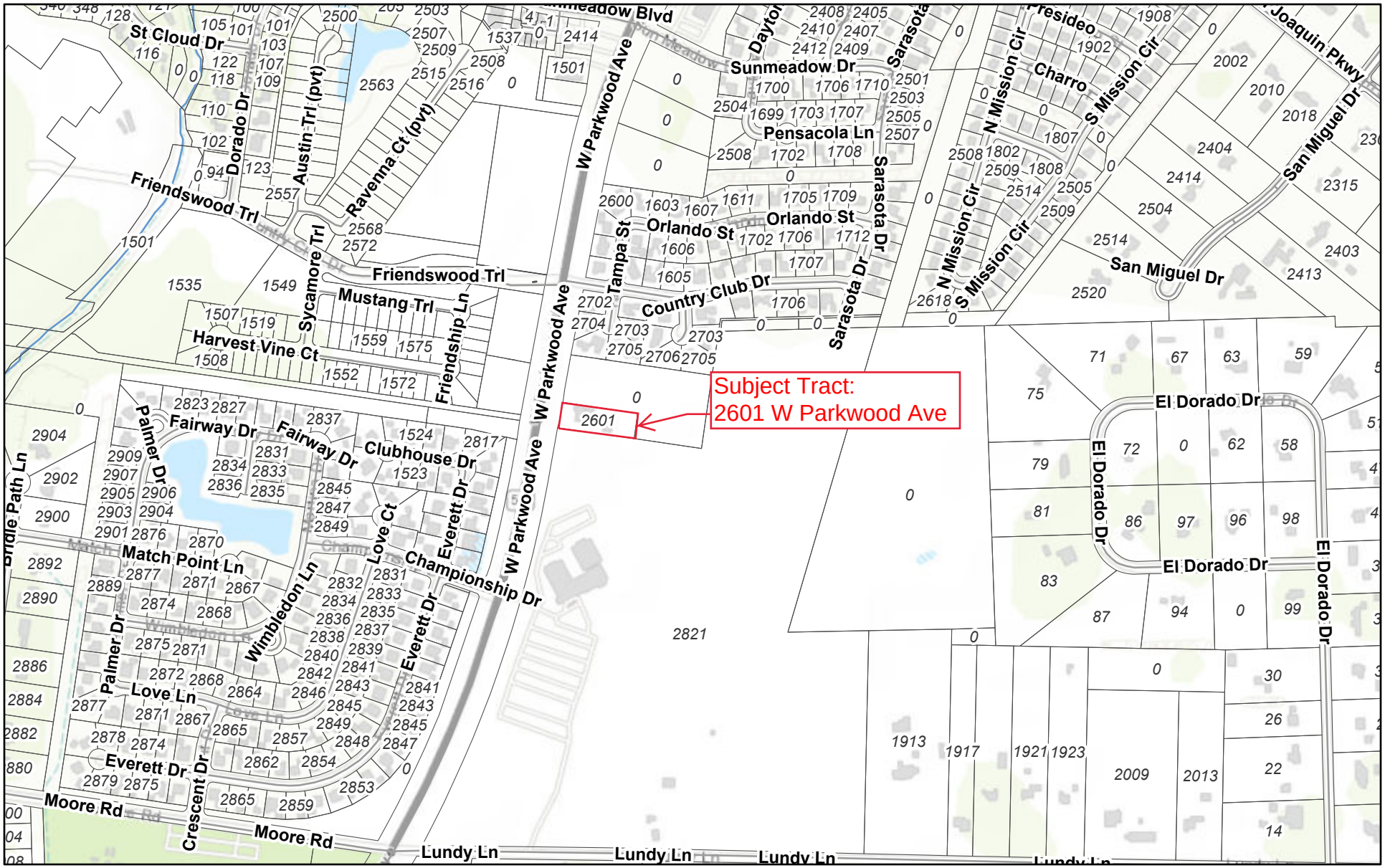
0 0.01 0.03 0.05 km

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

ArcGIS Web Map



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City Limits

Parcels

Streets

All Linear Water Features

1:9,028

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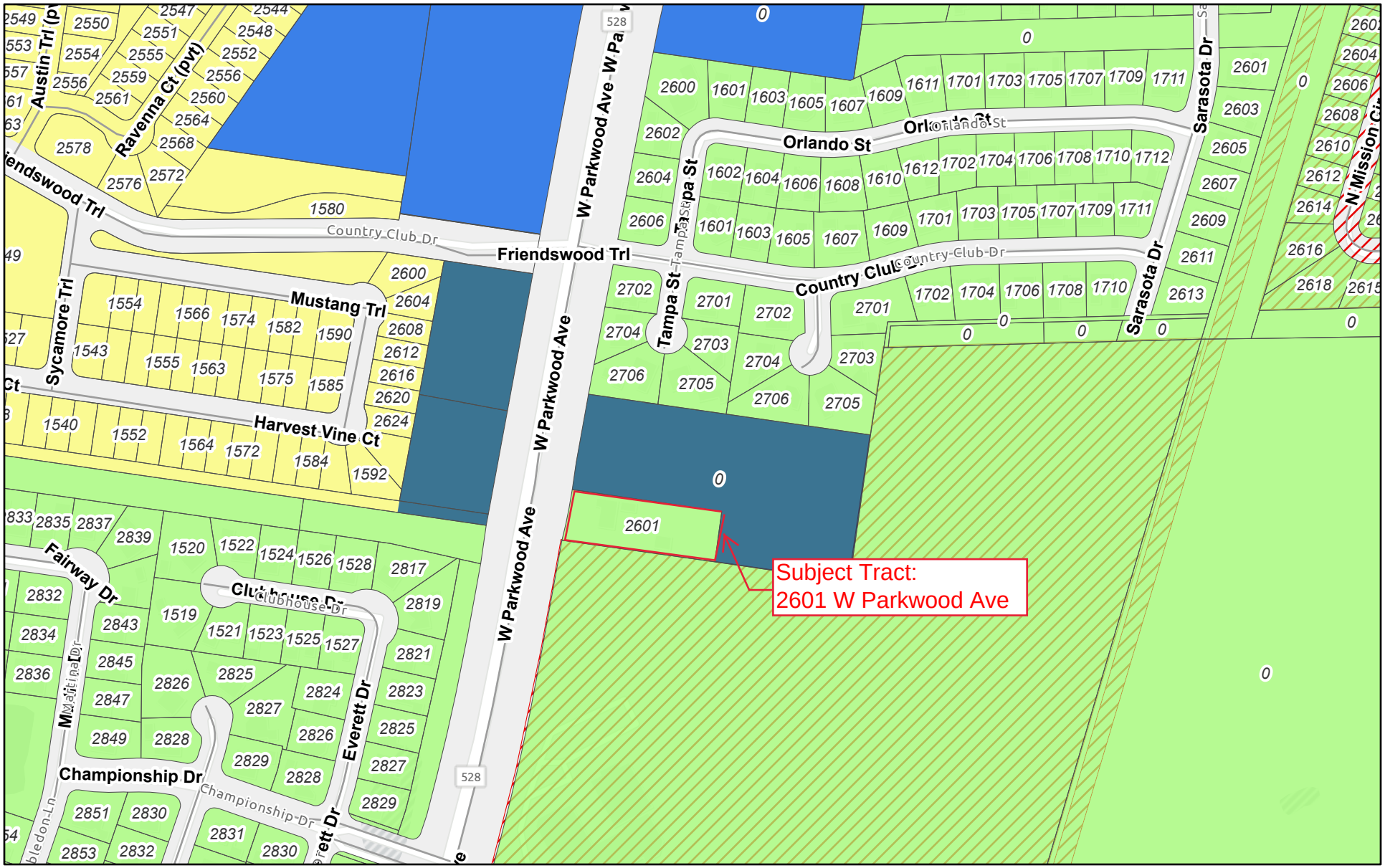
0 0.1 0.2 0.4 km

Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT

ArcGIS Web AppBuilder

Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

ArcGIS Web Map



7/22/2021, 9:27:05 AM

City Limits
Streets
Parcels

Zoning of Parcels
CSC
NC
PUD
SFR
Specific Use Permits

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Esri Community Maps Contributors, Brazoria County

Rezoning Report

August 2021

Project: City of Friendswood Fire Station No. 2

Address: 2601 W. Parkwood Ave

Legal: 1.00 acre being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788

Request: Change the zoning from change from Single Family Residential (SFR) to Community Shopping Center (CSC)

Zoning Ordinance, Appendix C

F. *(C-1) CSC, Community Shopping Center District, general purpose and description.* The CSC, Community Shopping Center District, is intended for a unified grouping, in one or more buildings, of several, typically between five and 20, retail and service shops or stores that provide for the regular needs and are for the convenience of the people residing in adjacent residential neighborhoods. Gross floor area in a community shopping center typically ranges from 30,000 to 100,000 square feet, and land area consists of two to ten acres in size. It is intended that the community shopping center be developed as a unit, with adequate off-street parking for customers and employees, and with appropriate landscaping and screening to ensure compatibility with surrounding residential environment. This district is ideally located at the intersection of two or more arterial or major streets with a service area of up to 1½ miles. Development of a community shopping center requires approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the CSC district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in a CSC district are set forth in subsection P of this section, permitted use table. A specific use permit for a shopping center as a particular use is required before any building permit or certificate of occupancy may be issued in this district.
5. No CSC district shall be created which includes less than two acres.
6. Buildings in the CSC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last 3 code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Existing Use/Site Attributes:
There is an existing fire station building located on the property. A new fire station is being planned as a result of approved bond projects.



City of Friendswood Aerial Map

Zoning History:
The current zoning of the property is Single Family Residential (SFR), which was the original zoning assigned at the time of annexation in 1973.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:
The property is bordered by tracts that are zoned Neighborhood Commercial (NC) to the north and Single Family Residential with a Specific Use Permit for a church (SFR/SUP) to the south. Access to the development is from FM 528 also known as W. Parkwood Ave.

Platting Analysis:
The subject property is eligible for a Certificate of Platting Exemption being that it is less than 5 acres in size and has existing utilities and access.

Planning Analysis:
The current zoning of Single Family Residential (SFR) does not allow governmental uses, i.e. NAICS Use #922, Justice, Public Order and Safety Activities. The existing building was grandfathered, but with that building being demolished and a new one constructed, the zoning must be brought into compliance. The site will be subject to the Community Overlay District (COD) requirements in addition to requirements of the Community Shopping Center (CSC) zoning district.

Notice of the public hearings was published in the newspaper, a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:
The 2008 Future Land Use Map identifies this property as "Low Density Residential;" however the 2021 Draft of the Future Land Use Map identifies the property intended for "Public and Semi-Public" use.

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:
Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:
Since there is currently a building on the property, water and sewer services are also existing.

Access:
The property currently has access to FM 528/W. Parkwood Ave. which is sufficient access.

Park/Open Space:
Parkland Dedication does not apply to commercially zoned property.

City of Friendswood

Memo

To: **Mayor and City Council**

From: **Joe Matranga, Planning & Zoning Commission Chairman**

Aubrey Harbin, Director of Community Development/Planner

Date: **August 27, 2021**

Re: **A zone classification change for approximately 1.00 acre from Single Family Residential (SFR) to Community Shopping Center (CSC)**

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the requested zone classification change for 1.00 acres at 2601 W. Parkwood Avenue, the current location of Fire Department Station No. 2, from Single Family Residential (SFR) to Community Shopping Center (CSC).

The current zoning of Single Family Residential (SFR) does not allow governmental uses, i.e. NAICS Use #922, Justice, Public Order and Safety Activities. The existing building was grandfathered, but with that building being demolished to make way for construction of the new station, the zoning must now be brought into compliance. A new fire station will be constructed with bond dollars approved by the voters. The site will be subject to the Community Overlay District (COD) requirements in addition to requirements of the Community Shopping Center (CSC) zoning district.

The Planning & Zoning Commission recommends that City Council approve the proposed zone classification change.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/02/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is in the process of redesigning the site for Fire Station No. 2 as part of a bond package. The current zoning of Single Family Residential (SFR) does not allow governmental uses, i.e. NAICS Use #922, Justice, Public Order and Safety Activities. The existing building was grandfathered, but with that building being demolished and a new one constructed, the zoning must be brought into compliance. The site will be subject to the Community Overlay District (COD) requirements in addition to requirements of the Community Shopping Center (CSC) zoning district.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property as "Low Density Residential;" however the 2021 Draft of the Future Land Use Map identifies the property intended for "Public and Semi-Public" use. A new fire station is a critical need to the City and the Friendswood Volunteer Fire Department.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the requested zone classification change for 1.00 acres at 2601 W. Parkwood Avenue, the current location of Fire Department Station No. 2, from Single Family Residential (SFR) to Community Shopping Center (CSC). See P&Z Recommendation Memo for full recommendation.

ATTACHMENTS

1. Ord 2021-XX 2601 W Parkwood Ave Zone Change (reformatted for agenda)
2. Exhibit A

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR 1.00 ACRE LOCATED AT 2601 W. PARKWOOD AVE., BEING A PART OF THE MARY SLOAN SURVEY, ABSTRACT 184, GALVESTON COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN 357.03 ACRE TRACT CONVEYED BY WILLIAM F. MCCORD, TRUSTEE, ET AL TO ROBERT E. HOLCOMB, TRUSTEE, BY DEED DATED DECEMBER 23, 1965, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FILE NO. 1788; AMENDING THE ZONE CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, the City of Friendswood, represented by Steven Rhea, is the Owner of the tract located at 2601 West Parkwood Avenue being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788, as also depicted in Exhibit "A" incorporated herein by reference, (the "Property"); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of

Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", from Single Family Residential (SFR) to Community Shopping Center (CSC), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

EXHIBIT “A”

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

- ☒ Land Use Change to Zone: CSC
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2
- SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 2605 W. Parkwood Drive Friendswood, TX 77546

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: City of Friendswood Steven Rhea, Phone: 281 993 ~~3402~~ 3203

Owner's Mailing Address: 910 S. Friendswood Dr. City Manager

City: Friendswood State: TX Zip: 77546 Fax: NA

Owner's Email Address: hmedwedeff@friendswood.com srhea@friendswood.com

AGENT'S NAME : Luis Perez/PGAL Phone: 713 622 1444

Agent's Mailing Address: 3131Briarpark Drive

City: Houston State: TX Zip: 77042 Fax: NA

Agent's Email Address: lperez@pgal.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature Hailee Medwedeff Date: 7/19/2021 / 7-29-21

Agent's Signature: Luis Perez Date: 07/19/2021

Received By:	Becky Burnett	Application Number:	PLAN-2021-0038
Date of Public Hearing:	8.26.21	Received Date:	7.19.21
Property Owner Notices:	8.13.21	Newspaper Notice:	8.4.21
		Sign on Property:	8.13.21

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☐ Application Fee of $300 (PUD $500)
(Changes in/to Downtown District may be eligible for fee waiver)

☐ Current Deed of Record

☐ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

235250

DEED

BOOK 3235 PAGE 486

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

That we, RALPH L. LOWE and wife, MARJORIE M. LOWE, of the County of Galveston, State of Texas, for and in consideration of the love and affection which we have and bear for the CITY OF FRIENDSWOOD, HAVE GIVEN, GRANTED, AND CONVEYED, and by these presents DO HEREBY GIVE, GRANT, AND CONVEY unto the CITY OF FRIENDSWOOD, of the Counties of Galveston and Harris, State of Texas, all of that certain tract of land, containing one (1) acre, more or less, in Galveston County, Texas, and being more particularly described on Exhibit "A" attached hereto and for all purposes made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title, and interest of Grantors in and to adjacent streets, alleys, and rights-of-way unto the said CITY OF FRIENDSWOOD, its successors and assigns forever and Grantors do hereby bind themselves and their heirs, personal representatives, successors, and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Executed this 28th day of December, 1979.

Ralph L. Lowe
RALPH L. LOWE

Marjorie M. Lowe
MARJORIE M. LOWE

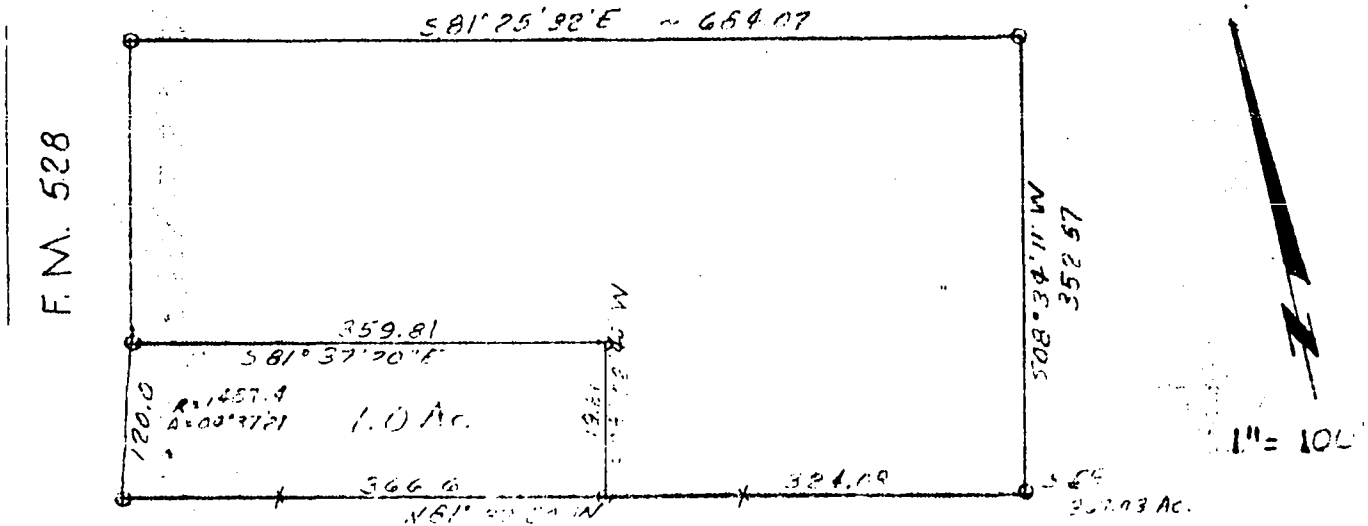
THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared RALPH L. LOWE and wife, MARJORIE M. LOWE, known to me to be the persons whose names were subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 21st day of December, 1979.

Bobbie C. Henry
Notary Public In and For
Galveston County, Texas

EXHIBIT "A"



VOL 3235 PAGE 488

SURVEY PLAT SHOWING BOUNDARIES OF 1.00 ACRE OF LAND, BEING A PART OF THE MARY SLOAN SURVEY, ABSTRACT 164, GALVESTON COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN 367.03 ACRE TRACT CONVEYED BY WILLIAM F. McCORD, TRUSTEE, ET AL, TO ROBERT H. HOLCOMB, TRUSTEE, BY DEED DATED DECEMBER 31, 1965, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, UNDER FILE NO. 1788, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod marking the southeast corner of the herein described tract, said iron rod being located North 81 deg. 37 min. 20 sec. West - 324.08 feet from the southeast corner of the aforementioned 367.03 acre tract;

THENCE North 81 deg. 37 min. 20 sec. West - 366.6 feet to a point for corner on the easterly right of way line of Farm to Market Road No. 528;

THENCE along said right of way line with a curve to the left, having a Central Angle of 04 deg. 37 min. 21 sec., a Radius of 1487.4 feet, a distance of 120.0 feet to a point for corner and being the northwest corner of the herein described tract;

THENCE South 81 deg. 37 min. 20 sec. East - 359.81 feet to an iron rod and being the northeast corner of the herein described tract;

THENCE South 08 deg. 22 min. 40 sec. West - 119.11 feet to the PLACE OF BEGINNING and containing 1.00 acre of land.

I, D. H. ADAMS, Registered Public Surveyor No. 580, do hereby certify that the above survey was made on the ground during November, 1979, under my supervision, and this plat is true and correct to the best of my knowledge and belief.

D. H. ADAMS
580

D. H. Adams, Registered Public Surveyor Number 580

D E E D

BOOK 3235 PAGE 489

STATE OF TEXAS COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.

APR 10 1980

COUNTY CLERK, Galveston County, Texas

235250

FILED FOR RECORD

APR 10 9 14 AM 1980

COUNTY CLERK, GALVESTON COUNTY, TEXAS

CITY OF FRIENDSWOOD
ATTN: BOBBIE C. HENRY
CITY SECRETARY
109 WILLOWICK
FRIENDSWOOD, TEXAS 77546

ArcGIS Web Map



7/22/2021, 9:23:55 AM

City Limits Streets Parcels

1:1,128

0 0.01 0.01 0.03 mi

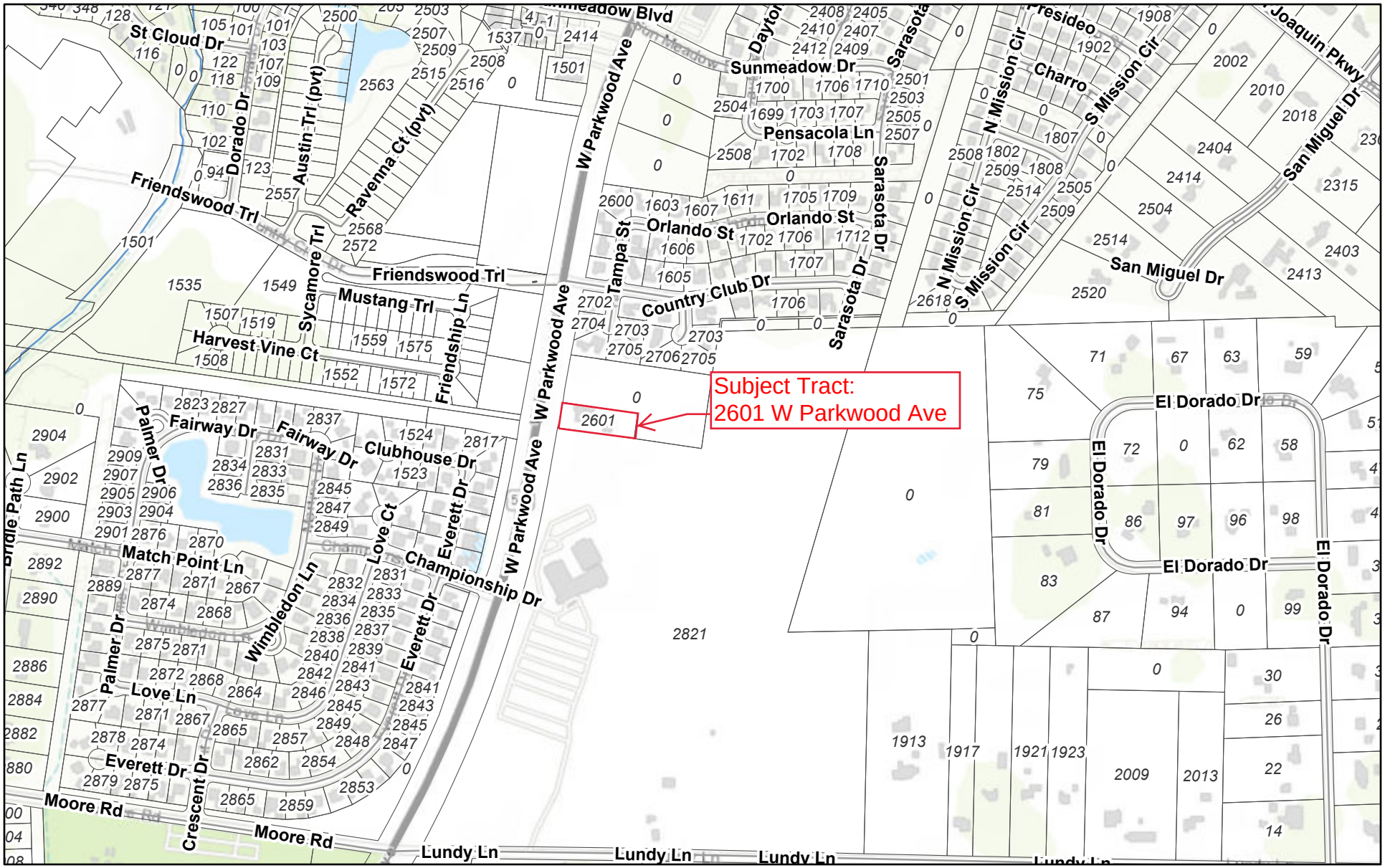
0 0.01 0.03 0.05 km

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

ArcGIS Web Map



7/22/2021, 9:21:07 AM

City Limits

Parcels

Streets

All Linear Water Features

1:9,028

0 0.05 0.1 0.2 mi

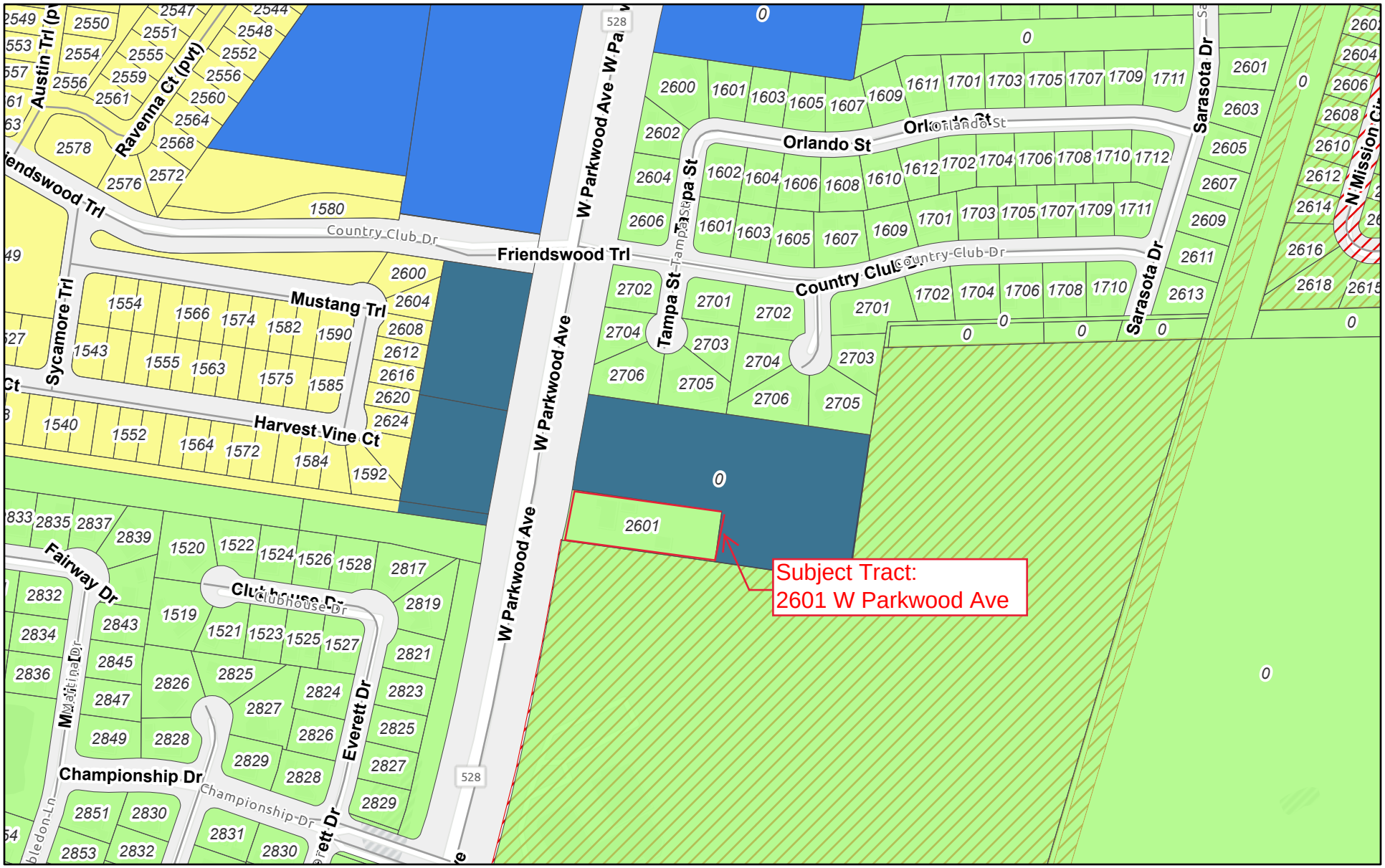
0 0.1 0.2 0.4 km

Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT

ArcGIS Web AppBuilder

Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

ArcGIS Web Map



7/22/2021, 9:27:05 AM

City Limits
Streets
Parcels

Zoning of Parcels
CSC
NC
PUD
SFR
Specific Use Permits

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Esri Community Maps Contributors, Brazoria County

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for 183.386 acres of land located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

Originating Department: Community Development

Degree of importance:

Expenditure:	Appropriation	Amount Budgeted:	Source of Funds:

SUMMARY / ORIGINATING CAUSE

This application is an amendment to the Avalon at Friendswood Planned Unit Development (PUD 2019-37) to incorporate the 26.921 acres of land that was deannexed by the City of League City. The total development will now be inside the City of Friendswood limits; however the homes that are built on the 26.921 acres will still be zoned to Clear Creek Independent School District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Zoning needs to be assigned to the property since its annexation.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone change to amend the Avalon Planned Unit Development to incorporate recently annexed property.

See attached recommendation memo for full recommendation.

ATTACHMENTS

1. Application_Avalon PUD Amendment
2. Deed 86 acres
3. Survey of 86.442 acres
4. Deed 97 acres
5. Survey of 97 acres
6. Aerial Map_Avalon PUD Amend No 2
7. Location Map_Avalon PUD Amend No 2
8. Zoning Map_Avalon PUD Amend No 2
9. Rezoning Report Avalon PUD July 2021
10. Property Owner Notices Mailed 200ft Buffer
11. Notice Posted on Property
12. Newspaper Ad
13. Avalon at Friendswood PUD
14. Avalon at Friendswood Area Map
15. Avalon at Friendswood Conceptual Development Plan
16. PZ Recommendation Memo Avalon at Friendswood PUD Amendment

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____
☐ Planned Unit Development Option 1
☒ Planned Unit Development Option 2
☐ Specific Use Permit Option 1
☐ Specific Use Permit Option 2
SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Taylor Morrison of Texas, Inc. Phone: 281-598-3040

Owner's Mailing Address: 2929 Briarpark Dr. North, Suite 400

City: Houston State: TX Zip: 77042 Fax: _____

Owner's Email Address: bskinner@taylormorrison.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kparker@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature Robert L Skinner Digitally signed by Robert L Skinner Date: 2021.06.10 15:59:22 -05'00' Date: _____

Agent's Signature: Kathryn Parker Date: 7/6/2021

Received By:	Becky Bennett	Application Number:	PLAN-2021-0033
Date of Public Hearing:	8-12, 9-13	Received Date:	7-9-2021
Property Owner Notices:	7-30-2021	Newspaper Notice:	7-19-2021
		Sign on Property:	7-30-2021

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF GALVESTON §

WHEREAS, pursuant to that certain Earnest Money Contract dated as of July 15, 2019 (the "Purchase Agreement"), by and between Yellowstone Hill Country Ranching, LLC ("Grantor"), and Taylor Morrison of Texas, Inc. ("Grantee"), Grantor agreed to convey to Grantee all of those certain tracts of land containing approximately 86.442 acres of land that is described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof (the "Land"), together with Grantor's interest, if any, without warranty or recourse, in (i) any and all rights, privileges, and appurtenances belonging or pertaining to the Land; (ii) any and all improvements, structures, and fixtures located on, over, and under the Land; (iii) any and all easements or rights-of-way affecting the Land and any of Grantor's rights to use the same; (iv) any and all rights of ingress and egress to and from the Land and any of Grantor's rights to use the same; and (v) all right, title, and interest of Grantor, if any, in and to any and all (a) air rights, water rights, claims, and permits relating to the Land, (b) reversionary interests in and to the Land, and (c) permits, approvals, utilities and rights to servicing of utilities, privileges and entitlements appurtenant to the Land (the Land, together with any and all of the related improvements, rights, privileges, appurtenances and interests referenced in items (i) through (vi) above are herein collectively referred to as the "Property");

NOW, THEREFORE, BE IT RESOLVED, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration and a promissory note ("**Note**") of even date herewith in the principal amount of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) executed by Grantee to Grantor. The Note is secured by a Vendor's Lien in the Deed ("**Vendor's Lien**") and payment of the Note shall be secured by (i) the Vendor's Lien and superior title herein retained by Grantor and (ii) that certain Deed of Trust of even date herewith from Grantee for the benefit of, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto said Grantee the Property.

For Grantor and Grantor's successors and assigns forever, Grantor hereby reserves all of the oil, gas, and other minerals which are presently owned by Grantor, if any, and which lie in, on or under the Property or that may be produced from the Property; provided, however, Grantor hereby waives, on behalf of Grantor and Grantor's successors and assigns, all rights of access, ingress and egress over the surface of any of the Property, and all other rights of every kind and character whatsoever to enter upon, use or otherwise affect the surface of the Property or any part thereof, for any purpose, including but not limited to, for purposes of mining, drilling, exploring, exploiting, producing, processing, transporting, marketing or developing such reserved oil, gas

and minerals or for any other reason (collectively, the "Mineral Estate"). The foregoing surface use waiver is binding upon the lessee under any lease of the Mineral Estate granted by Grantor or Grantor's successors or assigns. If the Mineral Estate becomes subject to, or is subject to existing production or an existing oil, gas and mineral lease, then Grantor's reservation of the Mineral Estate also includes all of such production, and all benefits from such lease, that are presently owned by Grantor, if any, or which Grantor is presently, or will in the future be, entitled to receive under the terms and provisions of any such lease, if any (collectively, the "Mineral Leases", together with the Mineral Estate, collectively, the "Mineral Reservation").

The Vendor's Lien and superior title to the Property as hereby retained for the benefit of Grantor.

This conveyance is made and accepted subject to the restrictions, reservations, covenants, conditions, liens, easements and encumbrances described in **Exhibit "B"** attached hereto and made a part hereof, but only to the extent they are still in effect and are shown of record in the Official Records of Real Property of Galveston County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property and to the following restrictions (collectively the "Permitted Exceptions") and the Mineral Reservation. **THE PROPERTY SHALL BE USED AND DEVELOPED AS A SINGLE-FAMILY RESIDENTIAL SUBDIVISION ONLY, WITH COMMON AREAS, AMENITIES AND OTHER IMPROVEMENTS ASSOCIATED WITH A SINGLE FAMILY RESIDENTIAL SUBDIVISION.**

EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXCHANGE AGREEMENT, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THE PROPERTY "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," IN ITS CURRENT CONDITION, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (III) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY

THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE SHALL RELY SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR OR THE AGENTS OR CONTRACTORS OF GRANTOR. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR OTHERWISE, OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

Taxes for the current year shall be prorated as of the date hereof, with Grantee assuming payment of all taxes accruing on and after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the 4th day of November, 2019.

GRANTOR:

YELLOWSTONE HILL COUNTRY RANCHING, LLC,
a Texas limited liability company

By: _____
Charles Gregory Evans, Manager

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on November 4th, 2019, by Charles Gregory Evans, the Manager of **YELLOWSTONE HILL COUNTRY RANCHING, LLC**, a Texas limited liability company, on behalf of said limited liability company.

[Notary Stamp/Seal]

TARINA M SYBERT
NOTARY PUBLIC
ID # 443122-5
STATE OF TEXAS
EXPIRES
07 - 18 - 2022

Tarina M Sybert
Notary Public in and for the State of
Texas

SIGNATURE PAGE OF GRANTOR TO SPECIAL WARRANTY DEED

Exhibit A
to
Special Warranty Deed

Property

TRACT 1

All of that certain 59.521 acres (2,592,729 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 59.521 acres tract being out of and a part of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 59.521 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, a distance of 2991.68 feet to a 5/8 inch iron rod found for the **POINT OF BEGINNING** and most Northerly corner of the herein described tract, said point being a reentrant corner of said 194.21 acres tract and the most Westerly corner of said 97.00 acres tract;

THENCE, S 48°07'44" E, a distance of 2122.93 feet to a 5/8 inch iron rod found for the most Easterly corner of both the herein described tract and of said 194.21 acres tract, said point also being the most Southerly corner of said 97.00 acres tract, being at the Southeasterly line of said **MARY FABREAU SURVEY**, being at Northwesterly line of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE, S 41°51'19" W, a distance of 1220.64 feet to an 1/2-inch iron rod found for the most Southerly corner of the herein described tract, of said 194.21 acres tract, and of said **MARY FABREAU SURVEY**, said point also being a reentrant corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;

THENCE, N 48°08'53" W, along the Southwesterly line of both said 194.21 acres tract and of said **MARY FABREAU SURVEY,** a distance of 194.41 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the right, said point also being the Northeast corner of a called 26.92 acres tract, called Tract "B", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and being a North corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;

THENCE, N 48°08'48" W, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the left, said point also being the Northwest corner of said 26.92 acres tract and being the Northeast corner of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas;

THENCE, N 48°13'48" W, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Westerly corner of the herein described tract;

THENCE, N 41°53'32" E, a distance of 1222.09 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 59.521 acres (2,592,729 square feet) of land.

TRACT 2

All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622,** Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 26.921 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY,** the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, at 2991.68 feet passing a 5/8 inch iron rod found for the most Westerly corner of said 97.00 acres tract and for a reentrant corner of a called 194.21 acres tract, called Tract "A", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and continuing for a total distance of 4213.77 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking a corner, said point being at the Southwesterly line of said 194.21 acres tract;

THENCE, S 48°13'48" E, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the **POINT OF BEGINNING,** said point also being the most Northerly corner of said 26.92 acres tract and being the Northeast corner of said THE LAKES AT SAN JOAQUIN SECTION ONE;

THENCE, S 48°08'48" E, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 26.92 acres tract, said point also being a Northeast corner of said the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and being a North corner of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE, S 02°24'41" E, along the East line of said **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and a West line of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract, a distance of 740.89 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southeast corner of said 26.92 acres tract;

THENCE, S 86°15'05" W, a distance of 927.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southwest comer of said 26.92 acres tract, said point also being at the Southeast corner of the FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2009A, Map Numbers 66-67 in the Office of the County Clerk of Galveston County, Texas, and from which point a found iron rod with cap stamped "RPLS #5007" bears N 47°28' E, 0.48 feet;

THENCE, N 04°39'59" W, along the West line of said 26.92 acres tract and the East line of said FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2 and of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 1734.00 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 26.921 acres, (1,172,660 square feet) of land.

Exhibit B
to
Special Warranty Deed

Permitted Exceptions

1. Restrictive covenants set forth in instrument recorded under Clerk's File No. 2010059686 of the Official Public Records of Galveston County, Texas.

2. Mineral reservation set out in deed recorded under Volume 653, Page 175 of the Deed Records of Galveston County, Texas.

3. Mineral reservation set out in deed recorded under Volume 653, Page 248 of the Deed Records of Galveston County, Texas.

4. Mineral reservation set out in deed recorded under Volume 739, Page 450 of the Deed Records of Galveston County, Texas.

5. Mineral reservation set out in deed recorded under Volume 965, Page 159 of the Deed Records of Galveston County, Texas.

6. Mineral reservation set out in deed recorded under Volume 997, Page 541 of the Deed Records of Galveston County, Texas.

7. Easement granted to the City of Friendswood set forth in instrument recorded under Clerk's File Nos. 9316397 and 9523682 of the Official Public Records of Galveston County, Texas.

8. Mineral reservation set out in deed recorded under Clerk's File No. 2010059686 of the Official Public Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: *2019061400*

Recording Fee: 54.00

Number Of Pages:9

Filing and Recording Date: 11/06/2019 12:24PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°11'52"	39.36'	N 04°42'28" W	35.42'
C2	25.00'	89°54'23"	39.23'	S 85°54'55" W	35.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 48°08'53" W	194.41'
L2	S 48°14'56" E	60.26'
L3	N 49°08'24" W	59.96'
L4	S 03°06'17" E	88.75'
L5	S 03°06'17" E	188.46'
L6	N 56°50'16" E	18.49'
L7	N 03°06'17" W	112.75'

0' 200' 400' 600'

SCALE: 1"=200'

LEGEND

CPED	CABLE TELEVISION PEDESTAL
FH	FIRE HYDRANT
MH	MANHOLE
PLM	PIPELINE MARKER
PP	POWER POLE
UT	UNDERGROUND TELEPHONE CABLE MARKER
	UTILITY VAULT
WV	WATER VALVE
AC.	ACRES
EOW	EDGE OF WATER
ESMT.	EASEMENT
FND.	FOUND
G.C.C.F.	GALVESTON COUNTY CLERK'S FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
I.P.	IRON PIPE
I.R.	IRON ROD
PG.	PAGE
PLAT REC.	PLAT RECORD
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
SQ. FT.	SQUARE FEET
VOL.	VOLUME
W/	WITH
	BARBED WIRE FENCE
	WOODEN FENCE
	WROUGHT IRON FENCE, UNLESS OTHERWISE NOTED

FALCON RIDGE SECTION TWO (VOL. 18, PG.270)

FALCON RIDGE SECTION THREE (VOL. 18, PG.282)

WEST RANCH WEST LAKE SECTION TWO (PLAT REC. 2012A, MAP NO. 56–57)

WEST RANCH WEST LAKE SECTION THREE (PLAT REC. 2013A, MAP NO. 97–98)

EAGLE LAKES SECTION 5 (VOL. 18, PG. 554–555)

EAGLE LAKES SECTION 6 (VOL. 18, PG. 770)

FRIENDSWOOD LAKES SECTION 2 (VOL. 18, PG. 1366–1367)

DOMINION AT FRIENDSWOOD LAKES 5 (PLAT REC. 2011A, MAP NO. 53–54)

DAVID FAHEY SUBDIVISION OF THE MARY FABREAU SURVEY (VOL. 118, PG. 415, G.C.D.R.)

SAN JOAQUIN ESTATES SECTION 1 & SECTION 2, BLCOK 2 LOTS 8, 9, 10, 13, 14, 15, 16, 17, 18 & 19, BLOCK 3 LOTS 1, 2 & 3 (VOL. 17, PG. 133)

THE LAKE AT SAN JOAQUIN SECTION ONE (VOL. 18, PG. 1302)

FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2 (PLAT REC. 2009A, MAP NO. 66–67)

SIERRA AT WEST RANCH LAKESIDE SECTION TWO (PLAT REC. 2014A, MAP NO. 54–55)

SIERRA AT WEST RANCH SECTION ONE (PLAT REC. 2014A, MAP NO. 11–13)

SIERRA AT WEST RANCH SECTION TWO (DOC. NO. 2015077523)

SIERRA AT WEST RANCH SECTION THREE (DOC. NO. 2016018384)

FRIENDSWOOD LAKES BOULEVARD (DOC. NO. 2017033870)

EAGLE LAKES DRIVE, TRAIL VIEW, PEBBLE LAKE TRAIL VIEW, STILLWATER DRIVE, EDGEWATER DR., EAGLE FALLS DR., BOLIVAR POINT LANE, TAMINA PASS LANE, RICHLAND HOLLOW LANE, FRIENDSWOOD LAKES BLVD., LAKEWAY DRIVE, LESLIE'S CT.

RESERVE "A", RESERVE "B", RESTRICTED RESERVE "A", RESTRICTED RESERVE "B", RESTRICTED RESERVE "D"

50' R.O.W. (NOT OPEN)

P.O.C. – TR. 1 & 2
FND. I.R. W/ CAP, STAMPED "WILSON"

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"
FND. 2" I.P.
S 61°39' E, 0.86'

FND. 5/8" I.R. 3
S 66°43' W, 0.48'

FND. I.R. W/ CAP, STAMPED "PRESCISION"

FND. 5/8" I.R.
N 49°58' W, 0.43'

N 48°14'56" W 1044.03' (CALLED 1043.90')

N 48°14'56" W 989.71'
60' TEXAS–NEW MEXICO POWER EASEMENT AND NATURE TRAIL (VOL. 1715, PG. 69, G.C.D.R.)

60' COMMUNITY PUBLIC SERVICE COMPANY EASEMENT (VOL. 1749, PG. 930, G.C.D.R.)

20' SANITARY SEWER ESMT. (G.C.C.F. #9310686)
20' WATER LINE ESMT. (G.C.C.F. #9518955)

FND. I.R. W/ CAP, STAMPED "BROWN & GAY"

FND. I.R. W/ CAP (ILLEGIBLE)

FND. 1/2" I.R.
S 55°10' W, 0.84

FND. 3/4" I.P.

FND. I.R. W/ CAP, STAMPED "ALL POINTS"

FND. I.R. W/ CAP, STAMPED "R.F. ELLIS"
FND. I.R. W/ CAP, STAMPED "HUITT–ZOLLARS"
S 60°01' E, 0.42'

FND. I.R. W/ CAP, STAMPED "HUITT–ZOLLARS"

N 49°08'13" W 260.89'

N 49°06'01" W 673.07' (CALLED 673.35')

20' EXXON PIPELINE CO. EASEMENT W/ 15' PERMANENT MAINTENANCE & CONSTRUCTION EASEMENTS ON BOTH SIDES (G.C.C.F. #9913849)
16' TEXAS–NEW MEXICO POWER COMPANY ELECTRICAL UTILITY EASEMENT (G.C.C.F. #2012026488)

FND. I.R. W/ CAP, STAMPED "RPLS #5565"
N 38°17' E, 0.77'

S 41°53'32" W 2991.68'

S 41°53'32" W 586.06' (CALLED 586.11')

20' EXXON PIPELINE CO. EASEMENT W/ 15' PERMANENT MAINTENANCE & CONSTRUCTION EASEMENTS ON BOTH SIDES (G.C.C.F. #2000064554) ASSIGNED TO SOUTH TEXAS NGL PIPELINES, LLC (G.C.C.F. #2007067030)

16' TEXAS–NEW MEXICO POWER COMPANY ELECTRICAL UTILITY EASEMENT (G.C.C.F. #2005010196)

765.00'

1090.00'

1142.01'

295.24'

2916.74'

S 03°06'17" E 320.00'

381.36'

285.90'

465.30'

550.62'

CALLED 97.00 AC.
JANET CLEAVES ACORD, TRUSTEE
TO
CYPRESS CREEK HOLDINGS, LTD.
(G.C.C.F. #2011019071)

TRACT A
(CALLED 194.21 AC.)
ESTATE OF GEORGE A. BOFYSIL, JR.
TO
YELLOWSTONE HILL COUNTRY RANCHING, LLC
(G.C.C.F. #2010059686)

P.O.B. – TR. 1
FND. 5/8" I.R.

60' TEXAS–NEW MEXICO POWER EASEMENT AND NATURE TRAIL (VOL. 1715, PG. 69, G.C.D.R.)

N 41°53'32" E, 1222.09'

20' SANITARY SEWER ESMT. (G.C.C.F. #9310686)
20' WATER LINE ESMT. (G.C.C.F. #9523682)

BARBED WIRE FENCE

S 48°07'44" E 2122.93'

EOW (09/12/2019)

TOP OF BANK

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

N 48°13'48" W 539.38'

P.O.B. – TR. 2
SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

N 48°08'48" W 1389.92'

S 48°08'48" E 1389.92'

TRACT 1
59.521 Acres
(2,592,729 Sq. Ft.)

POND

MARY FABREAU SURVEY, ABSTRACT NO. 69

S 41°52'16" W 928.48'

FND. 5/8" I.R.

0.8'

PARTITION AGREEMENT
FIRST TRACT
CALLED 941.89 AC.
WESLEY WEST, ET AL
(VOL. 1387, PG. 384)

CORRECTION DEED
FIRST TRACT
CALLED 941.89 AC.
NEVA WATKINS WEST
TO
WESLEY WEST CATTLE COMPANY
(G.C.C.F. #9222784)

FRIENDSWOOD CITY LIMTS
LEAGUE CITY LIMITS

S 41°51'19" W 1220.64'

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

L1

FND. 1/2" I.R.

I.&G.N.R.R. COMPANY SURVEY NUMBER 4, ABSTRACT NO. 608

TRACT 2
26.921 Acres
(1,172,660 Sq. Ft.)

S 02°24'41" E 740.89'

I.&G.N.R.R. COMPANY SURVEY NUMBER 5, ABSTRACT NO. 622

EOW (09/12/2019)
TOP OF BANK
BARBED WIRE FENCE

S 86°15'05" W 927.38'

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"
FND. I.R. W/ CAP, STAMPED "RPLS #5007"
N 47°28' E, 0.48'

GEORGE A. BOFYSIL ESTATE
I.&G.N.R.R. SURVEY, SECTION 5,
ABSTRACT NUMBER 622

To Taylor Morrison of Texas, Inc; Yellowstone Hill Country Ranching, LLC; and First American Title Guaranty Company:

This is to attest that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 13, and 14 of Table A thereof. The fieldwork was completed on September 12, 2019.

Date of Plat or Map: October 30, 2019

GeoSurv, LLC

Dale L. Hardy
Registered Professional
Land Surveyor 4847

NOTES:

1.) A separate exhibit containing the metes and bounds descriptions of the herein surveyed tracts is attached hereto and made a part hereof for all purposes.

2) This property lies in Zone X, defined by FEMA as areas of minimal flood hazard, as scaled from Flood Insurance Rate Map (FIRM) Number 48167C0202G, effective date August 15, 2019.

3) This survey has been prepared based on Title Commitment provided by First American Title Guaranty Company, G.F. #TMH–TX–1978187LA, issued October 10, 2019.

4) Bearings shown hereon are based on Texas State Plane Coordinates, South Central Zone.

5) At the time of this survey, the herein surveyed tracts have no access to dedicated public right–of–way.

6.) Tracts 1 lies within the incorporated limits of the City of Friendswood. Tract 2 lies within the incorporated limits of the City of League City.

Dale L. Hardy
GeoSurv
Registered Professional
Land Surveyors

P.O. Box 246, League City, Texas 77574
281-554-7739 409-765-6030 Fax: 281-554-6928
Firm No.: 10040100

E:\SVRDATA\CARLSON PROJECTS\@PROJECTS\AVALON AT FRIENDSWOOD\19-0131 - SURVEY\DWGS\19-0131 - SOUTH.DWG

TRACT 1

All of that certain 59.521 acres (2,592,729 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 59.521 acres tract being out of and a part of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 59.521 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;
THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, a distance of 2991.68 feet to a 5/8 inch iron rod found for the **POINT OF BEGINNING** and most Northerly corner of the herein described tract, said point being a reentrant corner of said 194.21 acres tract and the most Westerly corner of said 97.00 acres tract;
THENCE, S 48°07'44" E, a distance of 2122.93 feet to a 5/8 inch iron rod found for the most Easterly corner of both the herein described tract and of said 194.21 acres tract, said point also being the most Southerly corner of said 97.00 acres tract, being at the Southeasterly line of said **MARY FABREAU SURVEY**, being at Northwesterly line of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;
THENCE, S 41°51'19" W, a distance of 1220.64 feet to an 1/2-inch iron rod found for the most Southerly corner of the herein described tract, of said 194.21 acres tract, and of said **MARY FABREAU SURVEY**, said point also being a reentrant corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;
THENCE, N 48°08'53" W, along the Southwesterly line of both said 194.21 acres tract and of said **MARY FABREAU SURVEY**, a distance of 194.41 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the right, said point also being the Northeast corner of a called 26.92 acres tract, called Tract "B", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and being a North corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;
THENCE, N 48°08'48" W, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the left, said point also being the Northwest corner of said 26.92 acres tract and being the Northeast corner of THE LAKES AT SAN

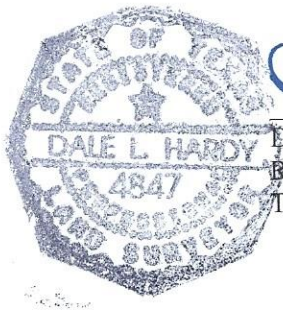
JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas; **THENCE,** N 48°13'48" W, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Westerly corner of the herein described tract; **THENCE,** N 41°53'32" E, a distance of 1222.09 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 59.521 acres (2,592,729 square feet) of land.

TRACT 2

All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622**, Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 26.921 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;
THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, at 2991.68 feet passing a 5/8 inch iron rod found for the most Westerly corner of said 97.00 acres tract and for a reentrant corner of a called 194.21 acres tract, called Tract "A", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and continuing for a total distance of 4213.77 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking a corner, said point being at the Southwesterly line of said 194.21 acres tract; **THENCE,** S 48°13'48" E, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the **POINT OF BEGINNING**, said point also being the most Northerly corner of said 26.92 acres tract and being the Northeast corner of said THE LAKES AT SAN JOAQUIN SECTION ONE; **THENCE,** S 48°08'48" E, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 26.92 acres tract, said point also being a Northeast corner of said the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and being a North corner of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4,

Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;
THENCE, S 02°24'41" E, along the East line of said **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and a West line of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract, a distance of 740.89 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southeast corner of said 26.92 acres tract;
THENCE, S 86°15'05" W, a distance of 927.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southwest corner of said 26.92 acres tract, said point also being at the Southeast corner of the FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2009A, Map Numbers 66-67 in the Office of the County Clerk of Galveston County, Texas, and from which point a found iron rod with cap stamped "RPLS #5007" bears N 47°28' E, 0.48 feet;
THENCE, N 04°39'59" W, along the West line of said 26.92 acres tract and the East line of said FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2 and of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 1734.00 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 26.921 acres, (1,172,660 square feet) of land.



Dale L. Hardy
Registered Professional Land Surveyor
Texas Registration Number 4847

PREPARED
OCTOBER 30, 2019
BY

DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvllc.com
FIRM NO. 10040100

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF GALVESTON §

THAT **CYPRESS CREEK HOLDINGS, LTD.**, a Texas limited partnership ("CCHL"), **MELISSA CLEAVES BENSON** ("Benson"), **CONSTANCE CLEAVES BRAKEBILL** ("Brakebill"), **VIRGINIA PARRISH CLEAVES** ("VPC"), **WILBUR R. CLEAVES** ("WRC"), **CATHERINE CLEAVES MAHON** ("Mahon"), **CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST** ("Mahon Nonexempt Trust"), **CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST** ("Mahon Exempt Trust"), **MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST** ("Benson Nonexempt Trust"), **MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 EXEMPT TRUST** ("Benson Exempt Trust"), **VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II** ("VPC Trust II"), **VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST** ("VPC Nonexempt Trust"), **VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST** ("VPC Exempt Trust"), **WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES NONEXEMPT TRUST II** ("WRC Trust II"), **WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 NONEXEMPT TRUST** ("WRC Nonexempt Trust"), **WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 EXEMPT TRUST** ("WRC Exempt Trust;" CCHL, Benson, Brakebill, VPC, WRC, Mahon, Mahon Nonexempt Trust, Mahon Exempt Trust, Benson Nonexempt Trust, Benson Exempt Trust, VPC Trust II, VPC Nonexempt Trust , VPC Exempt Trust, WRC Trust II, WRC Nonexempt Trust and WRC Exempt Trust are collectively referred to herein as "Grantor"), has agreed to convey to **TAYLOR MORRISON OF TEXAS, INC.**, a Texas corporation ("Grantee"), whose address is 2929 Briar Park, Suite 400, Houston, Texas 77042, all of that certain tract of land containing approximately 91.95 acres that is described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof (the "Land"), together with (i) any and all improvements thereon, (ii) all rights, privileges, and appurtenances (including, without limitation, easements appurtenant and water rights) belonging or pertaining to the Land; (iii) any and all easements or rights-of-way affecting the Land and any of Grantor's rights to use the same, including rights of Grantor in adjacent streets and roads or in adjacent alleys, strips or gores of land; (iv) all rights relating to surface and underground water; (v) all rights, commitments, reservations, allocations, service agreements, operating agreements and maintenance agreements with respect to the provision of utility service to the Land, including, without limitation, potable water supply, sewage treatment capacity, sanitary sewer line capacity, storm sewer and drainage capacity, and gas, electric and telephone service, and (vi) all rights of Grantors in and to the oil, gas and minerals associated with or that may be produced from the Land (the Land, together with any and all of the

related improvements, rights, privileges, appurtenances and interests referenced in items (i) through (vi) above are herein collectively referred to as the "Property");

NOW, THEREFORE, BE IT RESOLVED, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto said Grantee the Property.

This conveyance is made and accepted subject to the restrictions, reservations, covenants, conditions, liens, easements and encumbrances described in **Exhibit "B"** attached hereto and made a part hereof, but only to the extent they are still in effect and are shown of record in the Official Public Records of Real Property of Galveston County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property and to the following restrictions (collectively the "Permitted Exceptions").

EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THE PROPERTY "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," IN ITS CURRENT CONDITION, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. BY ACCEPTANCE OF THIS DEED, GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE WAIVED ALL LIABILITY OF, AND ALL CLAIMS AGAINST, GRANTOR WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL MATTERS (AND ANY REMEDIATION, CONTRIBUTION, OR INDEMNITY OBLIGATIONS), EXCEPT LIABILITY FOR BREACH OF ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF GRANTOR SET FORTH IN THE PURCHASE AGREEMENT.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

Taxes for the current year shall be prorated as of the date hereof, with Grantee assuming payment of all taxes accruing on and after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the 15th day of November, 2019.

GRANTOR:

CYPRESS CREEK HOLDINGS, LTD.,
a Texas limited partnership

By: Cypress Creek GP, Inc.,
a Texas corporation,
its general partner

By: Dinah Weems
Dinah Weems, ~~Vice President~~ DW
Pres. of Cypress Creek GP, Inc., Gen'l Partner of Cypress Creek Holdings, Ltd.

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on November 15, 2019, by Dinah Weems, Vice President of Cypress Creek GP, Inc., a Texas corporation, general partner of **CYPRESS CREEK HOLDINGS, LTD.**, a Texas limited partnership, on behalf of said limited partnership.

LUZ ROSA
Notary ID #125412347
My Commission Expires
September 17, 2021
Notary Stamp/Seal

Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

MELISSA CLEAVES BENSON

MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST

MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 EXEMPT TRUST

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on November 18th, 2019, by **MELISSA CLEAVES BENSON**, individually and as **TRUSTEE OF (I) MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST AND (II) MELISSA CLEAVES BENSON 1993 EXEMPT TRUST**.

Notary Public in and for the State of Texas

[Notary Stamp/Seal]

VANESSA LEA CODY
Notary Public, State of Texas
Comm. Expires 05-27-2023
Notary ID 130239669

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

CONSTANCE CLEAVES BRAKEBILL

STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on November 15, 2019, by **CONSTANCE CLEAVES BRAKEBILL.**

JOSHUA JONES
Notary Public, State of Texas
Comm. Expires 06-03-2023
Notary ID 132035778

Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

Virginia Parrish Cleaves

VIRGINIA PARRISH CLEAVES

Virginia Parrish Cleaves TTEE

VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II

Virginia Parrish Cleaves TTEE

VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST

Virginia Parrish Cleaves TTEE

VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on November 18th, 2019, by **VIRGINIA PARRISH CLEAVES**, acting individually, and as **TRUSTEE OF THE (I) VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II, (II) VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST, AND (III) VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST.**

Vanessa Lea Cody

Notary Public in and for the State of Texas

[Notary Stamp/Seal]

VANESSA LEA CODY
Notary Public, State of Texas
Comm. Expires 05-27-2023
Notary ID 130239669

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

Wilbur R. Cleaves

WILBUR R. CLEAVES

Wilbur R. Cleaves TTE

WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES NONEXEMPT TRUST II

Wilbur R. Cleaves TTE

WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 NONEXEMPT TRUST

Wilbur R Cleaves TTE

WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 EXEMPT TRUST

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on November 14th, 2019, by **WILBUR R. CLEAVES**, individually and as **TRUSTEE OF (I) WILBUR R. CLEAVES NONEXEMPT TRUST II, (II) WILBUR R. CLEAVES, 1993 NONEXEMPT TRUST AND (III) WILBUR R. CLEAVES 1993 EXEMPT TRUST.**

VANESSA LEA CODY
Notary Public, State of Texas
Comm. Expires 05-27-2023
Notary ID 130239669

[Notary Stamp/Seal]

Vanessa Lea Cody

Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

CATHERINE CLEAVES MAHON

, Trustee

CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST

, Trustee

CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST

STATE OF ~~TEXAS~~ Florida §
§
COUNTY OF Miami-Dade §

This instrument was acknowledged before me on November 19, 2019, by **CATHERINE CLEAVES MAHON**, individually and as **TRUSTEE OF (I) CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST AND (II) CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST.**

[Notary Stamp/Seal]

TRANEE Y. BONTON-MCDON NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires May 5, 2022 No. GG198860

Notary Public in and for the State of ~~Texas~~ Florida

Exhibit A	-	Property
Exhibit B	-	Permitted Encumbrances

Exhibit A
to
Special Warranty Deed

Property

See attached.

All of that certain 96.944 acres (4,222,898 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 96.944 acres tract being all of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said 96.944 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

BEGINNING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of said 97.00 acres tract, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;
THENCE, S 48°14'56" E, a distance of 60.26 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 97.00 acres tract, said point being the Northeasterly corner of said MARY FABREAU SURVEY; being the most Southerly corner of said SARAH McKISSICK SURVEY; being a Westerly corner of the JOHN DICKINSON SURVEY, Abstract Number 9, Galveston County, Texas; being the most Westerly corner of Restricted Reserve "D" of WEST RANCH WEST LAKE SECTION TWO, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2012A, Map Number 56-57 in the Office of the County Clerk of Galveston County, Texas, and from which a found 2 inch iron pipe bears S 61°39' E, 0.86 feet;
THENCE, S 03°06'17" E, along the West line of said WEST RANCH WEST LAKE SECTION TWO; of WEST RANCH WEST LAKE SECTION THREE, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2013A, Map Number 97-98; of WEST RANCH LAKESIDE SECTION TWO, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2014A, Map Number 54-55; and of SIERRA AT WEST RANCH SECTION ONE, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2014A, Map Number 11-13, all recorded in the Office of the County Clerk of Galveston County, Texas, and along the West line of said JOHN DICKINSON SURVEY, a distance of 2916.74 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Southerly East corner of both said 97.00 acres tract and of said **MARY FABREAU SURVEY**, said point also being the most Northerly corner both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;
THENCE, S 41°52'16" W, along the Southeasterly line of said MARY FABREAU SURVEY and a Northwesterly line of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract, a distance of 928.48 feet to a 5/8 inch iron rod found for the most Southerly corner of said 97.00 acres tract, said point also being the most Easterly corner of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas;
THENCE, N 48°07'44" W, a distance of 2122.93 feet to a 5/8-inch iron rod found for the most Westerly corner of said 97.00 acres tract, said point being a reentrant corner of said 194.21 acres tract;
THENCE, N 41°53'32" E, along the Northwest line of said 97.00 acres tract, at 550.62 feet passing a North corner of said 194.21 acres tract, and continuing along the Southeast line of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54; of EAGLE LAKES SECTION 6, a

Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770, both in the Office of the County Clerk of Galveston County, Texas; and of said EAGLE LAKES SECTION 5, a distance of 2991.68 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 96.944 acres (4,222,898 square feet).

SAVE AND EXCEPT the 4.994-acre tract described on the following pages:

City of Friendswood
Proposed Friendswood Lakes Boulevard
Right-of-Way
4.994 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 4.994-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 4.994-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the most southerly corner of Reserve "A" of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, said point bears North 41°53'46" East a distance of 551.04 feet from the most westerly corner of said 97.00-acre tract;

THENCE, South 49°21'36" East, along the proposed north right-of-way line of Friendswood Lakes Boulevard (based on a width of 100-feet) for a distance of 629.33 feet to the point of curvature of a curve to the left;

THENCE, continuing along the proposed north line of said Friendswood Lakes Boulevard and with said curve to the left, having a radius of 2,000.00 feet, a central angle of 16°24'09", (chord bears South 57°33'40" E, 570.61 feet), for an arc length of 572.56 feet to the point of tangency;

THENCE, South 65°45'45" East, continuing along the proposed north line of said Friendswood Lakes Boulevard for a distance of 956.60 feet to a point in an easterly line of the aforementioned 97.00-acre tract, same being the easterly line of the aforementioned Mary Fabreau Survey and westerly line of the John Dickinson Survey, Abstract No. 9;

THENCE, South 03°06'02" East, along an easterly line of said 97.00-acre tract, same being the easterly line of said Mary Fabreau Survey, for a distance of 26.92 feet to an angle point of said 97.00-acre tract, said point is the northeasterly corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the most southerly east line of said 97.00-acre tract, same being the common line between said Mary Fabreau Survey and said I. & G.N. R.R. Survey No. 4, for a distance of 79.84 feet to a point in the proposed south line of the aforementioned Friendswood Lakes Boulevard;

THENCE, North 65°45'45" West, along the proposed south line of said Friendswood Lakes Boulevard for a distance of 944.78 feet to the point of curvature of a curve to the right;

THENCE, continuing along the proposed south line of said Friendswood Lakes Boulevard, and with said curve to the right, having a radius of 2,100.00 feet, a central angle of 16°24'09", (chord bears North 57°33'40" West, 599.14 feet), for an arc length of 601.19 feet to the point of tangency;

THENCE, North 49°21'36" West, continuing along the proposed south line of said Friendswood Lakes Boulevard for a distance of 631.52 feet to a point in the westerly line of the aforementioned 97.00-acre tract, same being an interior line of a 194.21-acre tract of land (called "Tract A") described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 41°53'46" East, along the westerly line of said 97.00-acre tract, same being an easterly line of said 194.21-acre tract, for a distance of 100.02 feet to the POINT OF BEGINNING, containing a computed area of 4.994-acres (217,559 square feet).

Exhibit B
to
Special Warranty Deed

Permitted Exceptions

1. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 1177, Page 89 of the Deed Records of Galveston County, Texas.

2. An easement granted to Community Public Service Company set forth in instrument recorded in Volume 1749, Page 930 of the Deed Records of Galveston County, Texas.

3. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 2355, Page 463 of the Deed Records of Galveston County, Texas.

4. Sanitary sewer easement granted in instrument recorded under Clerk's File No. 9310668 of the Official Public Records of Galveston County, Texas.

5. Water line easement granted in instrument recorded under Clerk's File No. 9518955 of the Official Public Records of Galveston County, Texas.

6. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded under Clerk's File No. 20000035479 of the Official Public Records of Galveston County, Texas.

7. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded under Clerk's File No. 20000035480 of the Official Public Records of Galveston County, Texas.

8. Easement and right of way granted to Exxon Pipeline Company in instrument recorded under Clerk's File No. 2000064554, subsequently assigned to South Texas NGL Pipelines, LLC, as reflected in instrument recorded under Clerk's File No. 2007067030 of the Official Public Records of Galveston County, Texas.

9. Maintenance and construction easements granted to Exxon Pipeline Company in instrument recorded under Clerk's File No. 2000064554 of the Official Public Records of Galveston County, Texas.

10. Electric distribution easement granted to Texas-New Mexico Power Company in instrument recorded under Clerk's File No. 2005010196 of the Official Public Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: *2019064239*

Recording Fee: 84.75

Number Of Pages:16

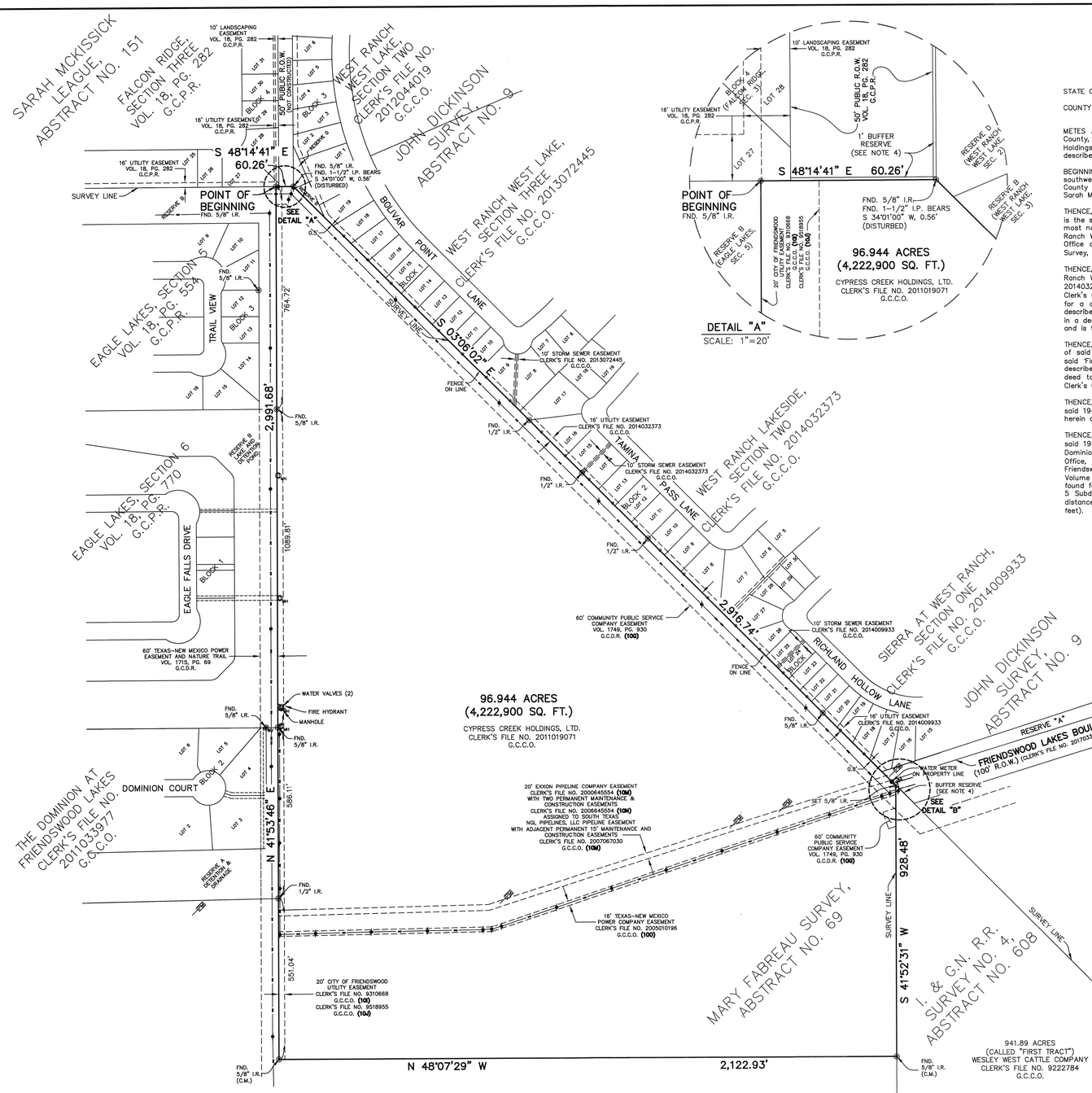
Filing and Recording Date: 11/20/2019 3:40PM

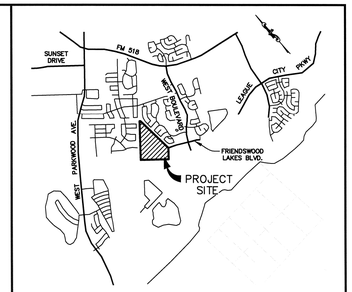
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



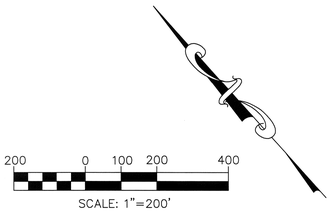
Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*





SCALE: 1" = 1 MILE



SCALE: 1"=200'

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944–acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944–acre tract is all of a 97.00–acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8–inch iron rod found for the northwest corner of said 97.00–acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mckissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00–acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8–inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1–1/2–inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00–acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 20140323 73 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 20140099 33 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8–inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89–acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00–acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8–inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21–acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00–acre tract, same being the north line of said 194.21–acre tract, for a distance of 2,122.93 feet to a 5/8–inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21–acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00–acre tract, same being an interior line of said 194.21–acre tract, at a distance of 551.04 feet pass a 1/2–inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8–inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8–inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944–acres (4,222,900 square feet).

LEGEND

G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.C.O.	GALVESTON COUNTY CLERK'S OFFICE
G.C.P.R.	GALVESTON COUNTY PLAT RECORDS
U.E.	UTILITY EASEMENT
W.L.E.	WATERLINE EASEMENT
R.C.P.	REINFORCED CONCRETE PIPE
(C.M.)	CONTROL MONUMENT
I.P.	IRON PIPE
I.R.	IRON ROD
R.O.W.	RIGHT–OF–WAY
SQ. FT.	SQUARE FEET
(10A)	SCHEDULE "B" ITEM REFERENCE
PM	ENTERPRISE PIPELINE MARKER
FH	FIRE HYDRANT
MH	MANHOLE
	POWER POLE
WV	WATER VALVE
WM	WATER METER
OHE	OVER–HEAD ELECTRICAL
	WOOD FENCE
	CONCRETE PAVING

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, LTD., G.F. # TMH–TX–1875282LA, HAVING AN EFFECTIVE DATE OF JULY 23, 2018.

3. THE SOUTH TEXAS NGL PIPELINES, LLC EASEMENT RECORDED IN CLERK'S FILE NO. 2007067030 WAS PREVIOUSLY ASSIGNED BY CLERK'S FILE NO.'S 9913848, 2000064554 **(10N)** AND 2006055959 IN THE GALVESTON COUNTY CLERK'S OFFICE. THE METES AND BOUNDS DESCRIPTION FOR THIS EASEMENT DID NOT GEOMETRICALLY CLOSE.

4. AT THE TIME OF THIS SURVEY, THE SUBJECT TRACT HAS NO PUBLIC RIGHT–OF–WAY ACCESS. AS DEFINED ON THE FINAL PLAT OF FALCON RIDGE SECTION THREE, RECORDED IN VOLUME 18, PAGE 282 GALVESTON COUNTY PLAT RECORDS AND THE FINAL PLAT OF FRIENDSWOOD LAKES BOULEVARD RECORDED IN CLERK'S FILE NO. 2017033870 IN THE GALVESTON COUNTY MAP RECORDS, THE PORTIONS OF THE ONE FOOT WIDE BUFFER RESERVES ADJACENT TO THE SUBJECT TRACT SHALL BECOME VESTED IN THE PUBLIC FOR RIGHT–OF–WAY PURPOSES WITH THE PLATTING OF THE SUBJECT TRACT.

5. FENCELINE DIMENSIONS SHOWN HEREON ARE SHOWN ON THE SIDE OF THE PROPERTY LINE THAT THE FENCES ARE ON.

6. ALL SET RODS HAVE PLASTIC CAPS STAMPED "WILSON SURVEY GROUP".

TO: TAYLOR MORRISON OF TEXAS, INC. AND FIRST AMERICAN TITLE GUARANTY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 8, 13 AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 2, 2018.

DATE OF PLAT OR MAP: 08/03/18

TEXAS REGISTRATION NO. 4821

MICHAEL D. WILSON R.P.L.S.

STATE OF TEXAS REGISTERED MICHAEL D. WILSON 4821 PROFESSIONAL LAND SURVEYOR

COPYRIGHT 2018, THE WILSON SURVEY GROUP, INC

08/02/18	DATE SURVEYED	C.L.H.

THE WILSON SURVEY GROUP
PROFESSIONAL LAND SURVEYORS
2006 E. BROADWAY PEARLAND, TEXAS
(281) 485–3991 T.B.P.L.S. FIRM NO. 10014900

CAD FILE	18–148.DWG
PLOT DATE	08/03/18
DWN	C.L.H.
CKD	M.D.W.
APPD	M.D.W.
SCALE	1"=200'
JOB NO.	18–148
SHEET	1 OF 1

TAYLOR MORRISON OF TEXAS, INC.

ALTA / NSPS LAND TITLE SURVEY OF A 96.944 ACRE TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, GALVESTON COUNTY, TEXAS

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

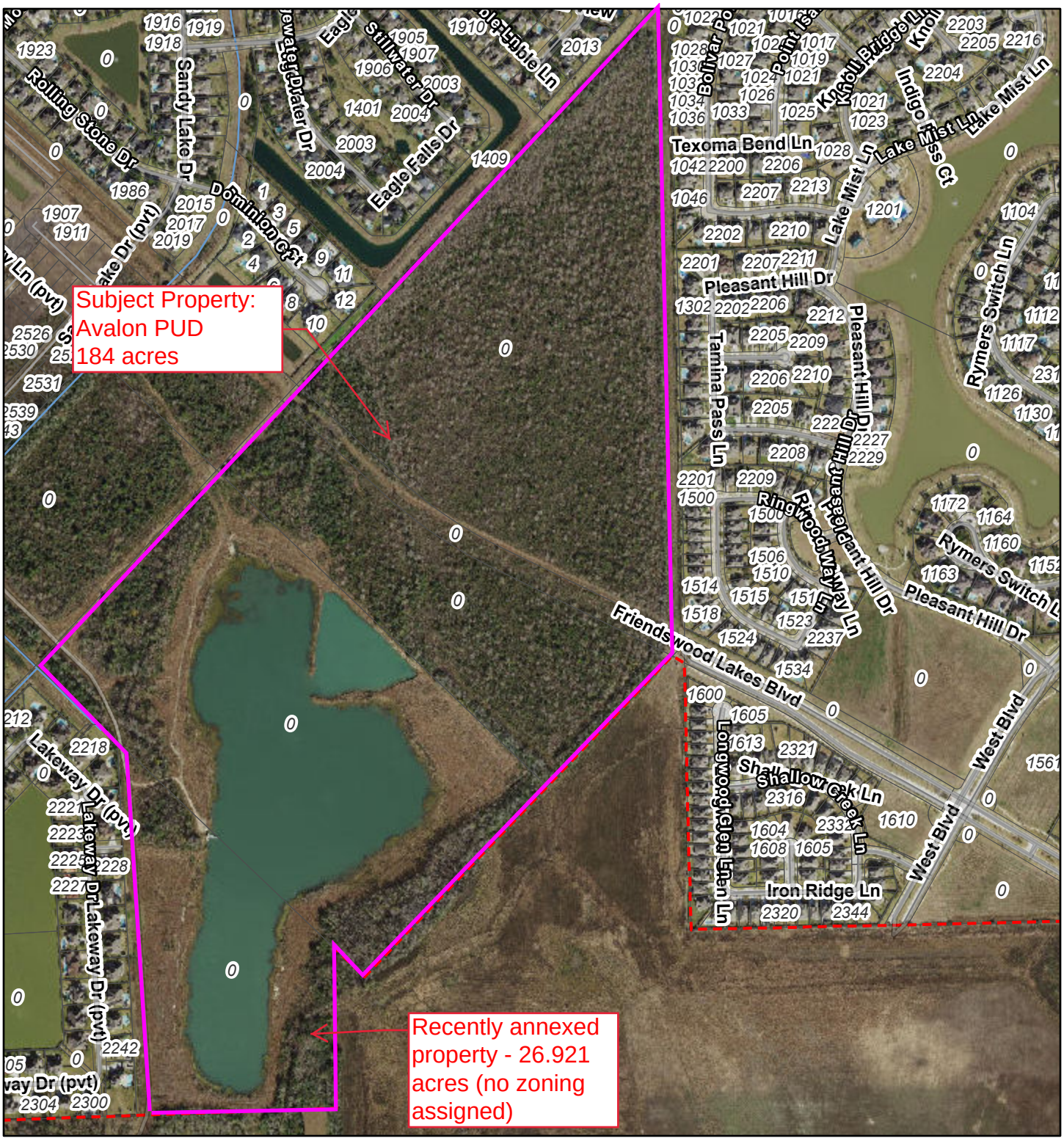
The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900

Michael D. Wilson, R.P.L.S.
Registration No. 4821

08/03/18



ArcGIS Web Map



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- City Limits
- Streets
- Parcels
- All Linear Water Features

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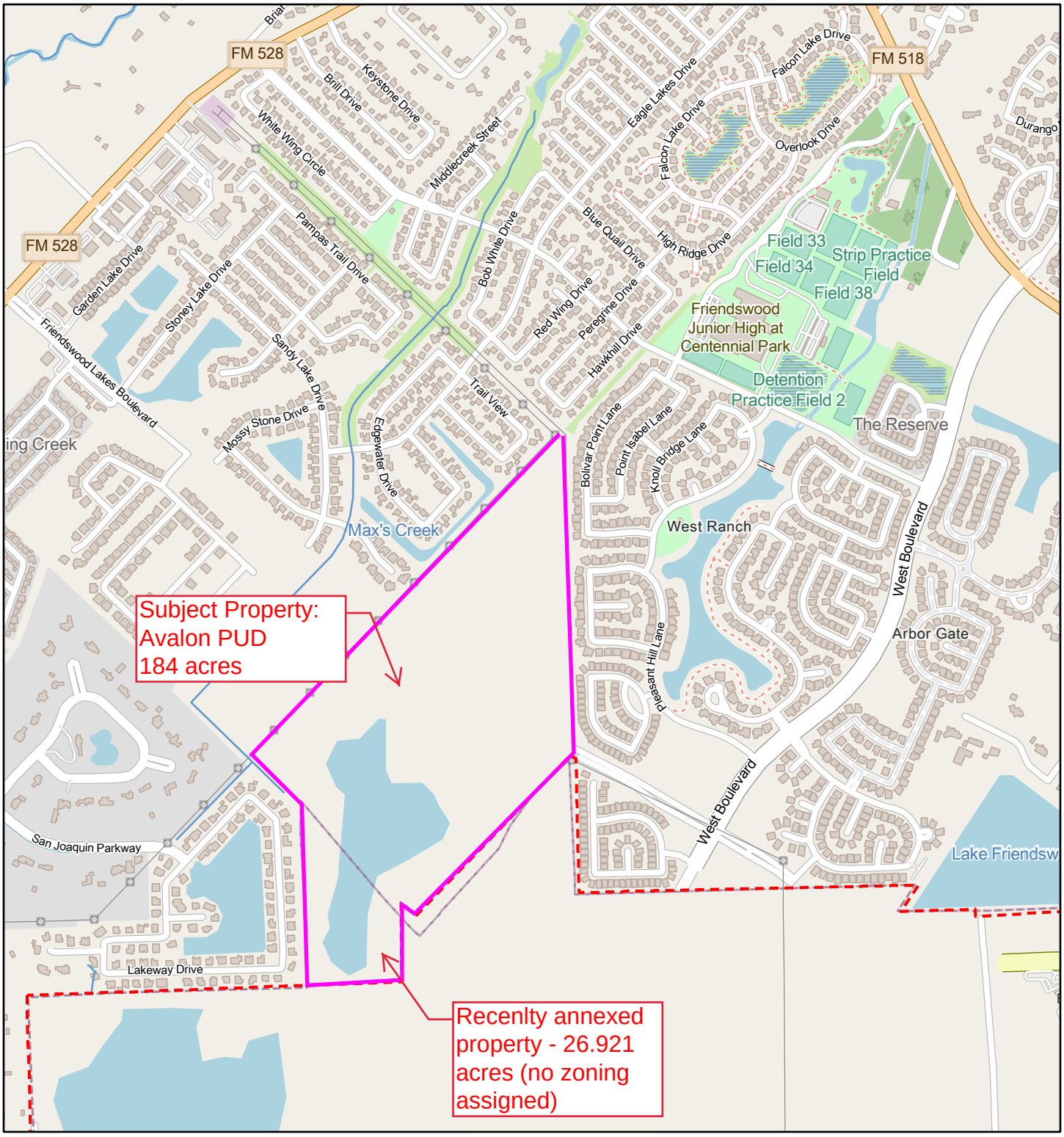
ArcGIS Web AppBuilder
Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census

ArcGIS Web Map



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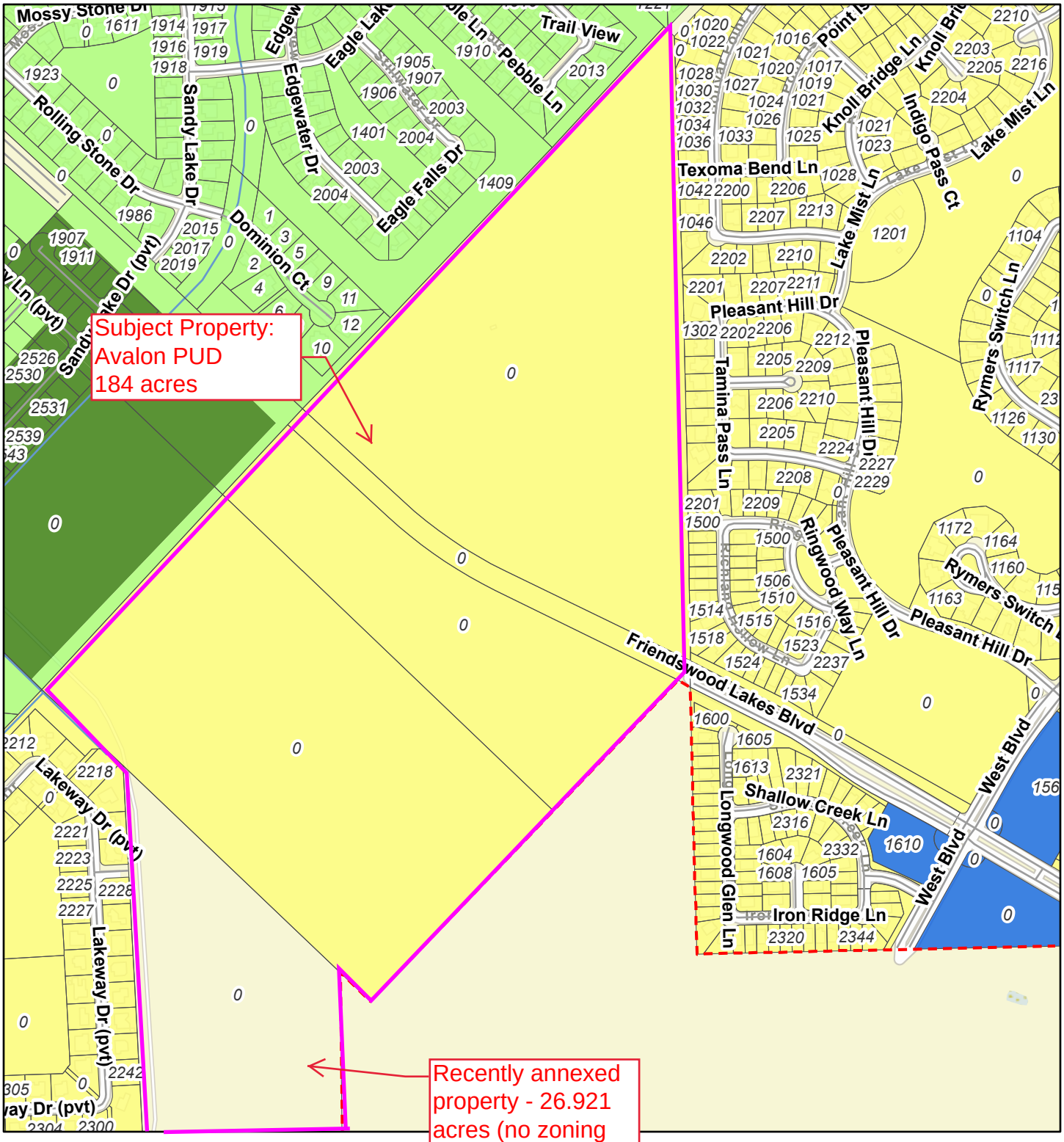
City Limits

All Linear Water Features

Map data © OpenStreetMap contributors, Microsoft, Esri Community Maps contributors, Map layer by Esri

ArcGIS Web AppBuilder
Map data © OpenStreetMap contributors, Microsoft, Esri Community Maps contributors, Map layer by Esri

ArcGIS Web Map



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City Limits

Streets

Parcels

All Linear Water Features

Zoning of Parcels

CSC

MFR-GHD

PUD

SFR

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web AppBuilder
Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census

Rezoning Report

July 2021

Project: Avalon at Friendswood (295 lot subdivision)

Address: 183.386 acres along Friendswood Lakes Blvd. between West Ranch and Friendswood Lakes Subdivisions

Legal: 183.386 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, consisting of the following tracts:

96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd., in Galveston County, Friendswood, Texas; and

59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas

26.921 acres in the I&GNRR Company Survey Number 5, Abstract Number 622, called Tract "B" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas

Request: Change the zoning from Planned Unit Development (PUD) (2019-37) and unassigned zoning to a revised Planned Unit Development (PUD)

Proposed Use (Permitted Uses, Location, Size, etc.):

Zoning Ordinance
J. *PUD, planned unit development, general purpose and description.*

(1) General.

(a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the planning and zoning commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

(b) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be

planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

(c) The general purposes of all PUD districts are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;

2. To accommodate innovation in development by modifying the city's land use and development regulations;

3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;

4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;

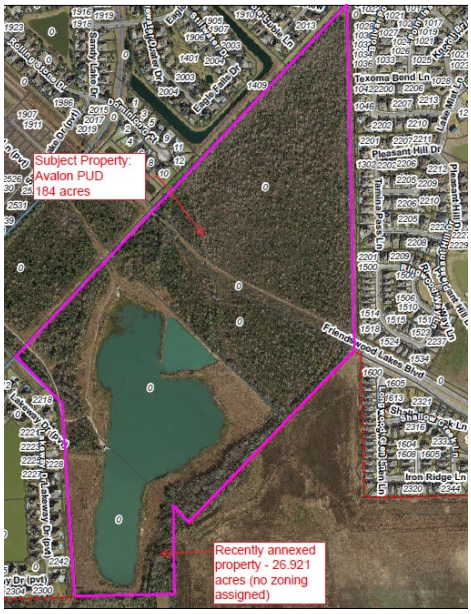
5. To protect and enhance the aesthetic and visual qualities of development;

6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;

7. To promote economic development in accordance with the city's plans for such.

Existing Use/Site Attributes:

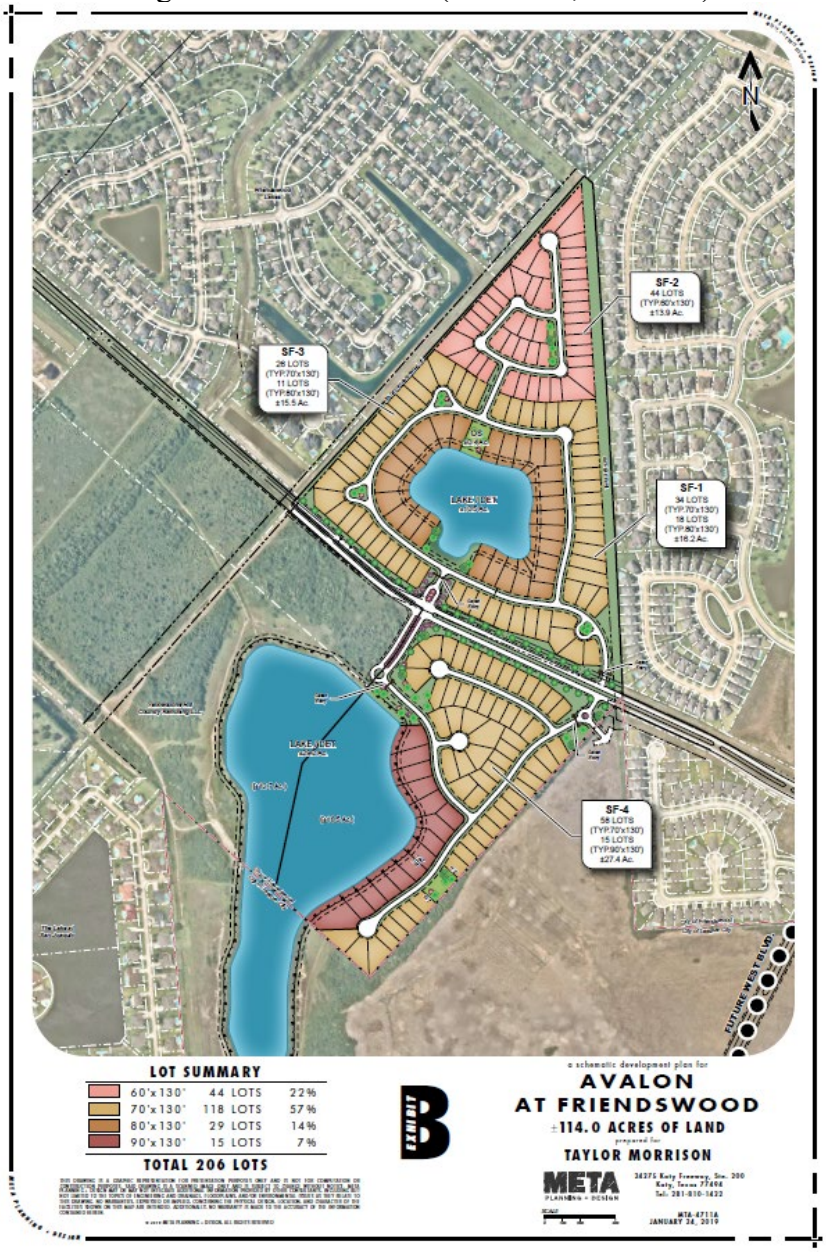
Development of the first section of Avalon at Friendswood is underway. The property lies between West Ranch Subdivision and Friendswood Lakes Subdivision along the future route of Friendswood Lakes Boulevard.



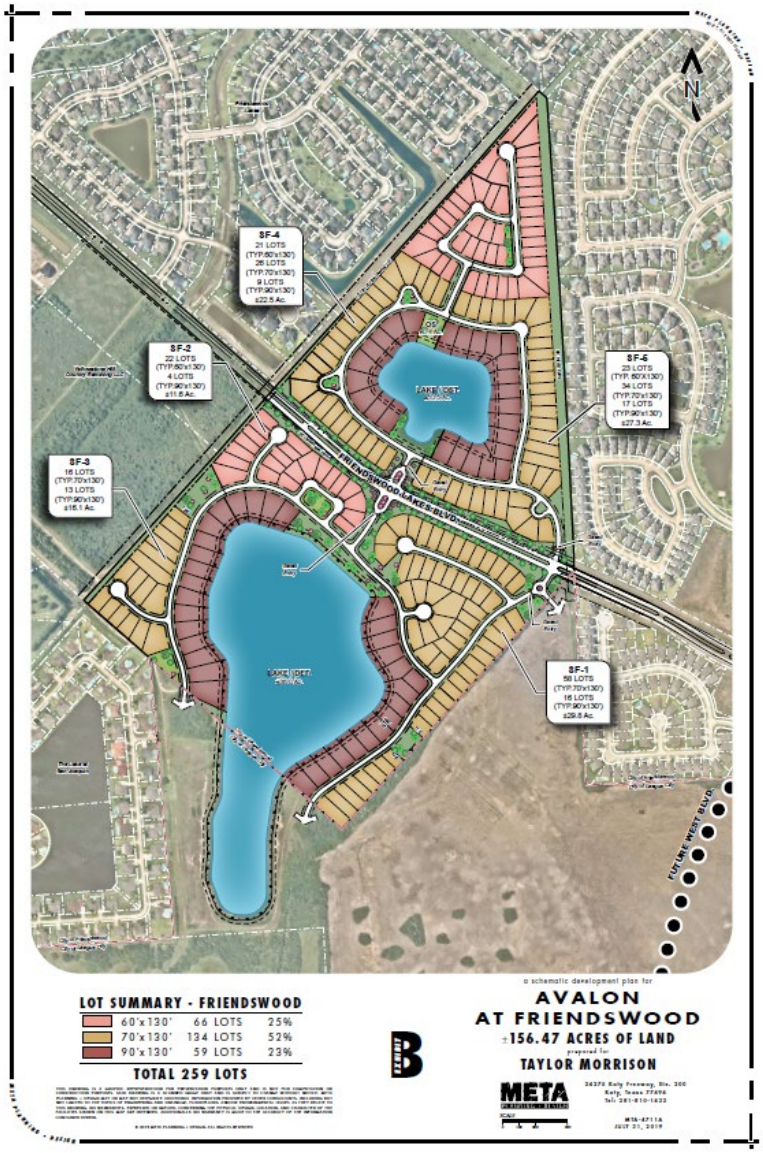
City of Friendswood GIS Aerial Map

Zoning History:
The current zoning of the property is Planned Unit Development (PUD) (2019-37). The existing PUD was approved November 4, 2019, for a total of 156 acres, consisting of a 97-acre tract, plus 59.5277 acres of an 87acre tract. The original PUD consisted of 115 acres and was amended shortly thereafter to include additional property that the owner acquired.

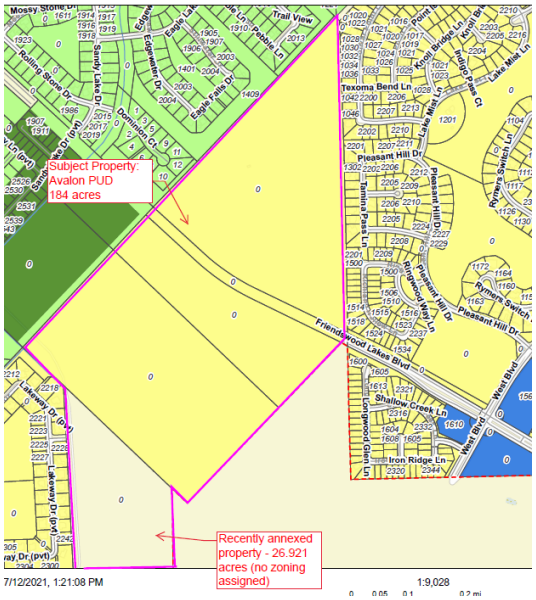
Original PUD – 2019-11 (115 acres; 206 Lots)



Amended PUD 2019-37 (156.47 Acres; 259 lots)



Adjacent Zoning/Land Use:
The property is bordered by tracts that are zoned Single Family Residential (SFR), Planned Unit Development (PUD) (Lakes at San Joaquin Subdivision and West Ranch) Multi-Family Residential Garden Home District (MFR-GHD), and the City of League City. Access to the development will be via the future Friendswood Lakes Boulevard. Coordination with Galveston County Engineering Division on that road extension will be required.



City of Friendswood Zoning Map

Platting Analysis:
The developer has started the platting process with Section 1. Avalon at Friendswood plats will not be recorded until Friendswood Lakes Boulevard is substantially complete and meets the access requirements per the Subdivision Ordinance and International Fire Code. Applicant will be required to submit all plats to Galveston County Consolidated Drainage District (GCCDD).

Planning Analysis:
The proposed amendment would add 36 residential lots to the development for a total of 295 lots ranging from sixty (60) to ninety (90) feet wide.

Notice of the public hearings was published in the newspaper, a sign was posted on the property and property owner notices were mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:
The additional 26.921 acres is not identified on the 2008 Future Land Use Map because the property was just annexed in 2021.

Infrastructure/Service Delivery Impacts

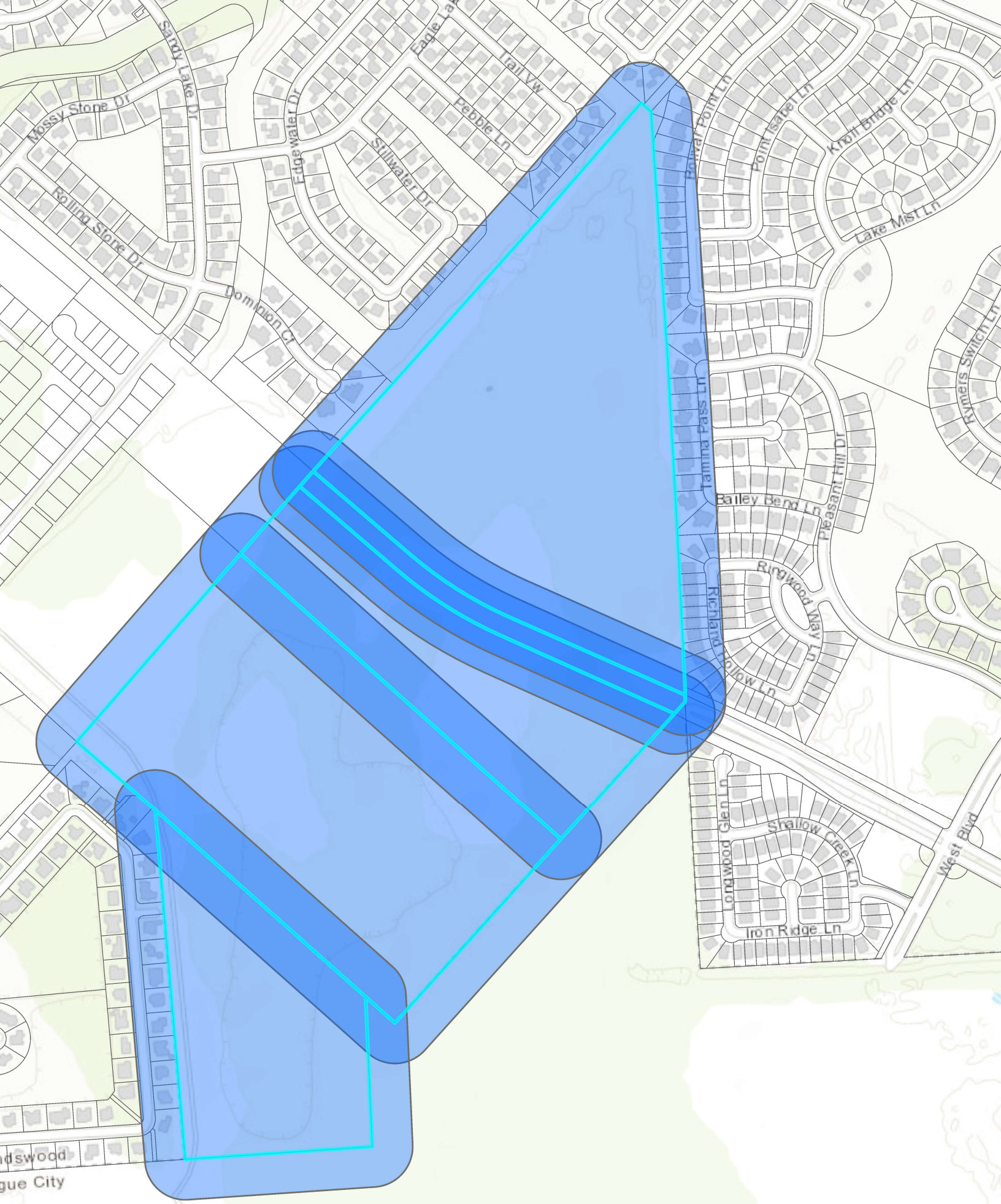
Storm Water Management and Floodplain Issues:
The property is not within any high-risk flood zone areas. The developer must provide onsite detention. Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:
The developer will be required to extend water and sewer infrastructure to the development.

Access:
The property will have direct access to Friendswood Lakes Boulevard, which is nearing completion. Development of the residential lots will be contingent upon the construction of Friendswood Lakes Blvd. The developer will be responsible for coordinating with Galveston County regarding completion of Friendswood Lakes Boulevard and access to the subject property for installation of water, sewer and drainage infrastructure. Avalon at Friendswood plats will not be recorded until Friendswood Lakes Boulevard is substantially complete and meets the access requirements per the City of Friendswood Subdivision Ordinance and the International Fire Code.

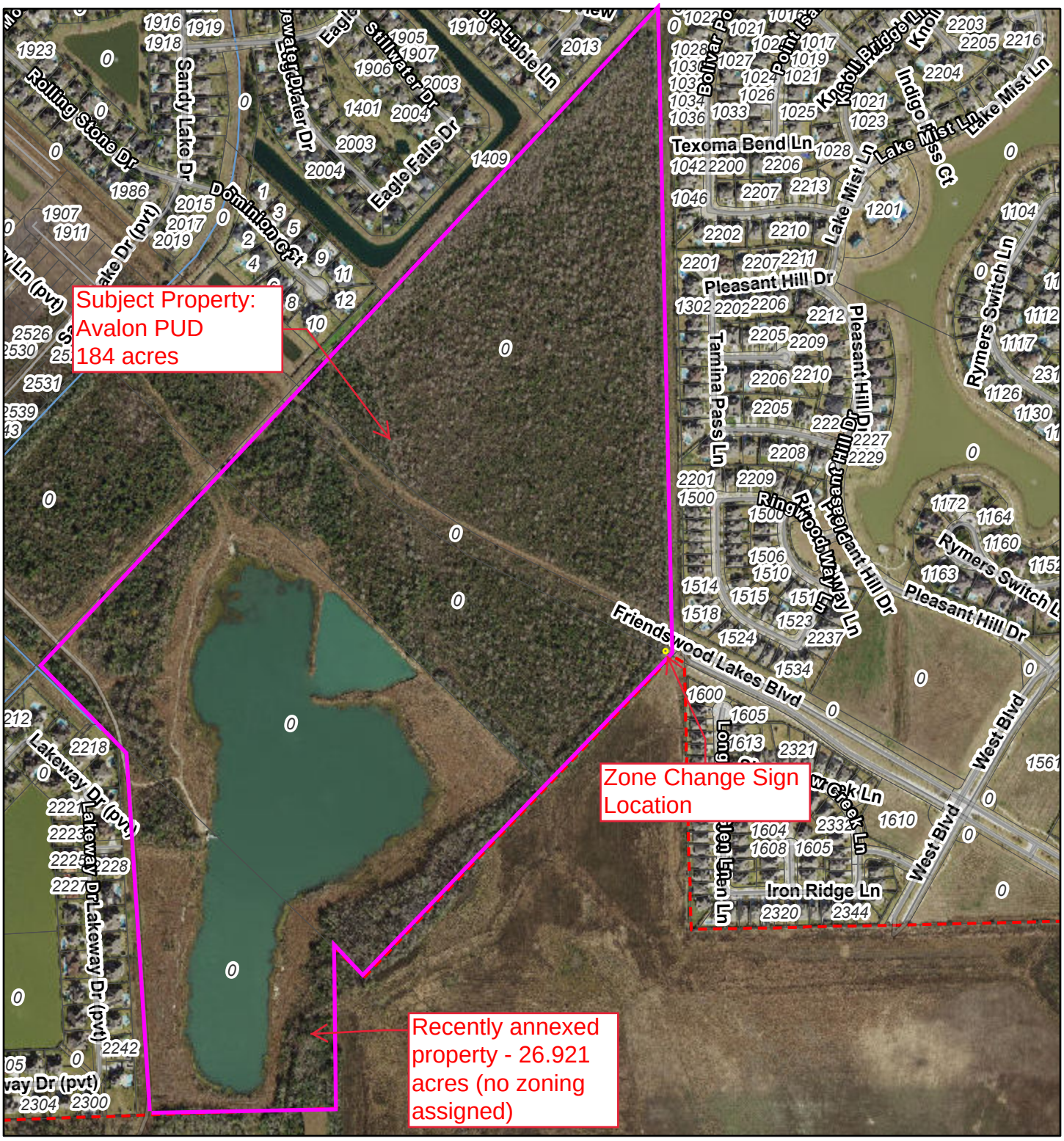
An emergency access only gate will be required between the proposed Avalon at Friendswood development and Lakes at San Joaquin. Both subdivisions are gated communities with private streets constructed around large detention ponds. For life safety reasons, the City is requiring the connection to be made between the subdivisions. A stub out street was required when the Lakes at San Joaquin was constructed. The HOA's are working on a private agreement for installation and maintenance of the gate.

Park/Open Space:
Each residential lot will be required to pay $600 for Parkland Dedication.



Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web Map



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- City Limits
- Streets
- Parcels
- All Linear Water Features

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CLASSIFIEDS 281-485-7501

LEGALS

Published July 21 & 28, 2021

NOTICE OF REQUEST FOR PROPOSALS

Friendswood Independent School District will accept proposals, for the #21-011 Supply of Electricity, until 3:00 P.M., August 16, 2021 (the "Due Date"). Proposals must be delivered before the Due Date to Friendswood Independent School District, 302 Laurel Drive, Friendswood, TX 77546 as further specified in the proposal (RFP) documents. This request for proposals is for electrical power and also related electrical power demand response and ancillary services as specified and detailed in the proposal documents, which may be obtained from AEG Affiliated Energy Group, Retail Division, fax (214) 292-8514, or email FriendswoodISD@affiliatedenergy.com. Interested parties must request proposal documents at least 24 hours prior to the Due Date. Friendswood ISD reserves the right to accept or reject any or all proposals, waive all informalities or irregularities and award the proposal in the best interest of Friendswood ISD. The proposal process will be conducted in accordance with the proposal procedures as set forth in the Texas Education Code 44.031.

LEGALS

Published July 14 & 21, 2021

CITY OF PEARLAND, TEXAS
NOTICE TO BIDDERS

Sealed bids will be received by the City of Pearland Purchasing Division, 3519 Liberty Dr., until **11:00 a.m., CST, Thursday, July 29, 2021** and all bids will be publicly acknowledged by name via virtual meeting. Interested parties may join the meeting by calling into the meeting at: Dial in #: 281-652-1955; Meeting #: 1790#; Access Code #: 0971# on that date for:

TREE MAINTENANCE SERVICES
BID NO. 0721-50

Bid forms, specifications and all necessary information may be obtained from the following website: https://pearland.ionwave.net. Vendors are encouraged to return the bid response electronically using the City's e-bid system but may submit by hard-copy to City Secretary, with either manner due by the closing date and time stated above.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Vendors should register on the City's e-bid system at https://pearland.ionwave.net (if not already registered). Once registered on the City's e-bid system, bid documents may be viewed on the site. If further assistance is needed, please email ebids@pearlandtx.gov no later than 9:00 a.m. Thursday, July 22, 2021. Make reference to **Bid Number 0721-50**. Bid Closing Date: **July 29, 2021.**

Crystal Roan
City Secretary, City of Pearland

First Publication: July 14, 2021
Second Publication: July 21, 2021

LEGALS

Published July 14 & 21, 2021

NOTICE TO BIDDERS
CITY OF PEARLAND, TEXAS

Sealed Bids will be accepted until 2:00 p.m. Thursday, August 5, 2021 and read aloud into the public record for the following project:

Oakbrook & Oakbrook Estates Water Quality
City of Pearland, Texas
COP PN: WA1906 & WA2003
BID NO.: 0721-52

The project area is located North of Dixie Farm Rd in the Oakbrook and Oakbrook Estates subdivisions. Project address is 2753 Biscayne Bay Dr, Pearland, TX 77584. Streets included in Phase 1 are: Oak Lane Circle, Oak Cluster Circle, Oak Gate Circle, Oakbrook Circle, Oak Fork Circle, Oak Tree Circle, Oak Shire Drive, Castle Oaks Drive, Barretts Glen Drive, and Oak Lodge Drive. Streets included in Phase 2 are: Oak Bent Drive, Branch Hill Drive, Oak Lodge Drive, Scarlet Oak Drive, Oak Top Drive, East Baden Oaks Drive, Dixie Hill Court, Oak Point Court, Bracket Drive, Oak Leaf Circle, Oak Land Circle, Oak Point Drive, Pin Oak Drive N, Oak Place Court, Oak Trace Court, Oak Chase Court, Oak Bark Court, Majestic Oaks Court, and Winding Forest Drive.

The project will entail the addition of approximately 4,500 linear feet of new 6-inch diameter water line construction, and associated valves, connections, appurtenances, hydrostatic testing, and disinfection. The proposed water lines are to be installed by primarily trenchless construction.

A mandatory pre-bid conference will be held at City Hall at 3519 Liberty Dr, Pearland, Texas 77581 at 10:00 a.m. on Thursday, July 22, 2021.

All bids should be submitted through the E-Bid system located on the City's website at: https://pearland.ionwave.net/Login.aspx. All interested Bidders are advised to register as a "supplier" on the City's E-Bid System at the above website by clicking on "Supplier Registration" and completing a short registration questionnaire. Electronic Bid Documents, including Plans, Technical Specifications and Bid Forms are available for download after registration is approved by City Purchasing office. No plan fees or deposits are required for bid documents obtained through the City's E-bid System. Questions regarding electronic bidding should be directed to City Purchasing Office at ebids@pearlandtx.gov.

Bid Documents are also available for review at the following plan houses:

Amtek Plan Room	(713) 956-0100
The Associated General Contractors of America, Inc.	(713) 334-7100
Associated Builders & Contractors of Greater Houston	(713) 523-6222
Dodge Reports	(713) 316-9411

Bid Security, in the form of Cashier's Check, Certified Check, or Bid Bond, payable to the City of Pearland in the amount of 5% of the total base bid price, must accompany each Bid proposal. See Instructions to Bidders for Bond submittal information and instructions.

The City of Pearland reserves the right to reject any or all bids.

Crystal Roan,
City Secretary, City of Pearland

First Publication date July 14, 2021
Second Publication date July 21, 2021

LEGALS

Published July 21 & 28, 2021

NOTICE TO BIDDERS
FRIENDSWOOD I.S.D.
RFP #21-010

FISD REQUEST FOR PROPOSAL #21-010
PROMOTIONAL ITEMS & APPAREL

The Friendswood Independent School District will be accepting Sealed Proposals (Texas Education Code 44.031) for PROMOTIONAL ITEMS & APPAREL. Sealed proposals can be submitted online or to FISD's Administration Building at 302 Laurel Drive, Friendswood, Texas 77546. Proposals must be received on or before 2:00 p.m., August 25, 2021. Bid packets are available on FISD's website www.myfisd.com/information-for-vendors or through the Public Purchase website www.publicpurchase.com. Please contact *cblain@fisdk12.net* with any questions. The Friendswood Independent School District reserves the right to postpone, to accept or to reject any and all proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities.

LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding A
Zone Classification Change to Amend Avalon at
Friendswood Planned Unit Development (PUD) 2019-37 to Incorporate
26.921 Acres of Annexed Property (no zoning district assigned)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

• A zone classification change for 183.386 acres of land located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.224 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

The Planning and Zoning Commission will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The City Council will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

The City of Friendswood is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit http://relay-texas.com.

Leticia Brysch, City Secretary

LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding Zoning Ordinance Amendments:
Intended to Accommodate the Development of Industrial (I) Zoned
Properties in the Panhandle Area

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

Proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

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Leticia Brysch, City Secretary

LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding Zoning Ordinance Amendments:
Intended to Increase Mitigation Requirements to Promote
Preservation of Existing Trees

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

Proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

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Leticia Brysch, City Secretary

LEGALS

Published July 21, 2021

NOTICE OF PUBLIC HEARINGS OF
THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS

Notice is hereby given that the City Council of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, the City Council of the City of Pearland will hold a hearing and Ordinance adoption consideration on Monday, **July 26, 2021**, at 6:30 p.m., at City Hall, 3519 Liberty Dr., Pearland, Texas 77581, by **telephone/video conference and in-person** with social distancing protocols and restrictions in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), for the following cases:

1. Thoroughfare Plan Amendments: A request by the City of Pearland, applicant, for approval of proposed amendments to the Thoroughfare Plan of the City's Comprehensive Plan, in accordance with Texas Local Government Code Sections 211.004 and 213.003, to promote health, safety, general welfare, and provide for adequate facilities for transportation.

At said hearing, all interested parties shall have the right and opportunity to appear and be heard on the subject. For additional information, please contact the Planning Department at 281-652-1765.

Martin Griggs, AICP, CNU-A
Planning Manager

LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding A
Zone Classification Change Request to Change Approximately
3.65 Acres of Land from
Community Shopping Center (CSC) to Industrial (I)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

• A zone classification change for approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

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Leticia Brysch, City Secretary

For more news visit myreporternews.com

RICKY TULLOS OILER FOOTBALL CAMP

2nd - 9th Grade Football Camp 2021
Home of the 2010 5A Div. I State Champions
July 26-28 (M-W) at The Rig
8:00 a.m. - 11:00 a.m.



Instructors: Pearland Oilers Football Staff
COST: $75.00 PRE-REGISTER ~ $85 FOR WALKUPS
WEAR: SHORTS, T-SHIRT & RUNNING SHOES
BRING: A POSITIVE ATTITUDE,
CLEATS, WATER BOTTLE, SUNSCREEN & MEDICATIONS
SKILLS: FOOTBALL SKILLS, WEIGHT ROOM TECHNIQUES, NUTRITION, AND LEADERSHIP DEVELOPMENT

Fo more information contact RICKY TULLOS, CAMP DIRECTOR
281.997.3281 or tullosr@pearlandisd.org

ACC player selected in MLB Draft

Alvin Community College pitcher Owen Holt was recently selected in the Major League Baseball draft by the Cincinnati Reds.

Holt, of Houston, was taken in the 16th round of the draft and was the 480th overall pick.

"Owen came in with a mid-90 MPH fastball and good secondary stuff," ACC Baseball Coach Jason Schreiber said. "His personality and leadership was the attributes that impressed me the most. There is no doubt Owen will thrive in professional baseball."

Owen pitched for ACC this past season not long after he signed on to play for Harvard University.

"He came to us for the Spring semester," Schreiber said. "He wanted to play baseball and the Ivy League was not having their season due to COVID. Immediately Owen embraced the juco life and he fit in right away. "

Owen was 7-3 in the Spring season for ACC with 65 strikeouts and a 10.26 K/9 ratio.

This summer Holt has been pitching for the Williamsport Crosscutters in the MLB Draft League.



Photo courtesy of Williamsport Crosscutters

AVALON AT FRIENDSWOOD

PLANNED UNIT DEVELOPMENT

AMENDMENT NO. 1

± 184.0 Acres

Prepared For:

Taylor Morrison

PREPARED BY:

META
PLANNING + DESIGN

24275 Katy Freeway, Suite 200
Katy, TX 77494

APPROVED: May 2019 (Ordinance 2019-11)
AMENDED: August 2019 (Ordinance 2019-37)
AMENDED: July 2021

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- b. Signage
- c. Amenities/Open Space
- d. Phasing/Development Schedule

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- b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential development**.** This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a ± 184 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and a portion lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. A change of lots and/or lot size of up to ten percent (10%) will be permitted with staff approval. Any change over ten percent (10%) will require City Council approval. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

III. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations -
    1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)		Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots
    1. A drainage maintenance easement will be established along the rear of the lots for the required maintenance berm of the pond. Buildings and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.
3) Cul de Sacs and knuckles
    1. Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
    2. Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
        a. Adequate water pressure for potable water needs and firefighting capabilities shall be provided

4) Points of Access
    1. Any development over seventy-five (75) lots must have two points of access.
        a. A second point of access may be provided thru the following methods
            i. Public or private right of way
            ii. Boulevard entrance
            iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
5) Gated Development
    1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4’ x 8’ vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
2) Neighborhood monumentation
    a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 40% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 49.8
Easements	+/- 12.2
Landscape/Open Space	+/- 10.9
TOTAL	+/- 72.9

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 4 phases. The initial phase will consist of approximately 105 lots (Section 1) and will be located south of Friendswood Lakes Blvd. Phase two will include approximately 65-70 lots (Section 2) and will be made up of the remainder of the lots south of Friendswood Lakes Blvd. Phase 3 will include approximately 100-105 lots located around the small lake north of Friendswood Lakes Blvd. Phase 4 will consist of the remaining lots on the northern most portion of the property. It will be made up of approximately 20-25 lots. It is proposed that there will be approximately 295 total lots within the 4 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development. All platting will be in compliance with the access requirements of the Subdivision Ordinance and International Fire Code.

IV. EXHIBITS

Exhibit A – Area Map
Exhibit B – Conceptual Development Plan

META PLANNING + DESIGN
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EXHIBIT A

an exhibit for

AVALON AT FRIENDSWOOD

±184.0 ACRES OF LAND

prepared for

TAYLOR MORRISON

META PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
MAY 26, 2021

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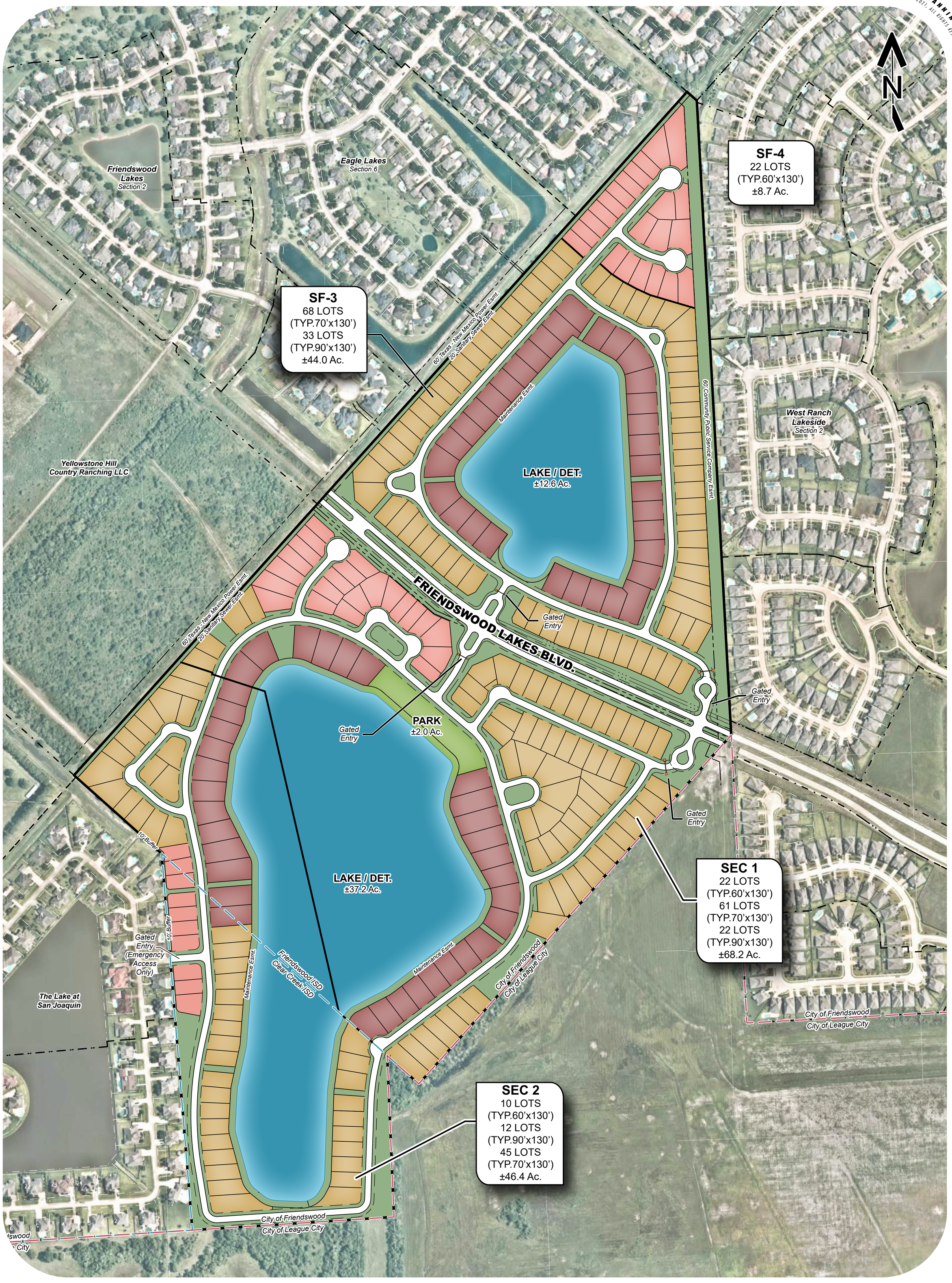

LOT SUMMARY

	60'x130'	54 LOTS	19%
	70'x130'	174 LOTS	59%
	90'x130'	67 LOTS	22%
TOTAL		**295 LOTS**	

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EXHIBIT B

a schematic development plan for

AVALON AT FRIENDSWOOD

±184.0 ACRES OF LAND

prepared for

TAYLOR MORRISON

META PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
MAY 29, 2021

META PLANNING + DESIGN

City of Friendswood

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman

Aubrey Harbin, Director of Community Development/Planner

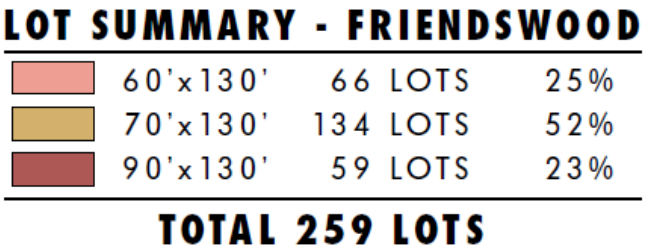
Date: August 23, 2021

Re: Zone classification change to amend Avalon at Friendswood Planned Unit Development (PUD) 2019-37 to incorporate 26.921 acres of annexed property (no zoning district assigned)

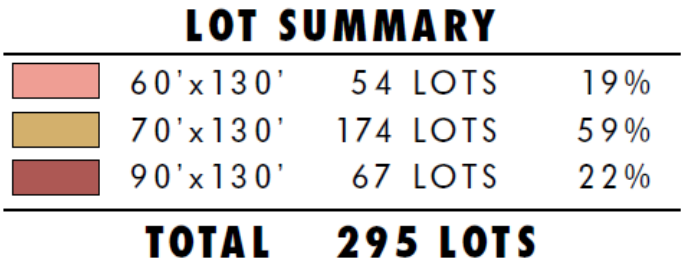
At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone change to amend the Avalon Planned Unit Development to incorporate recently annexed property.

As a result of acquiring 26.921 acres from League City for the Avalon at Friendswood development, zoning needs to be assigned to the annexed tract. Taylor Morrison, the developer, submitted an amended Planned Unit Development that includes an additional 36 residential lots on the annexed property and some minor open space adjustments. The development's previously approved lot size count and the corresponding percentages of lots sizes and the proposed lot size count and percentages are shown below:

Previously Approved 2019-37 (259 Lots):



Proposed (295 Lots):



The proposed lot size percentages fall within the allowable percentages under the previously approved Planned Unit Development.

All services and utilities for the development will be provided by the City of Friendswood. The phasing of the project remains similar, as well as the plans for amenities and open space. There will be lake areas on the north and south sides of the development. Please note that although located within the City of Friendswood, the 36 lots in the newly incorporated area (26.921 acres) will be zoned to Clear Creek Independent School District unless an agreement is reached between the school districts to change the existing boundary.

The Planning and Zoning Commission recommends that City Council approve this zone classification request to amend the Avalon at Friendswood Planned Unit Development.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.224 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

This application is an amendment to the Avalon at Friendswood Planned Unit Development (PUD 2019-37) to incorporate the 26.921 acres of land that was deannexed by the City of League City. The total development will now be inside the City of Friendswood limits; however the homes that are built on the 26.921 acres will still be zoned to Clear Creek Independent School District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

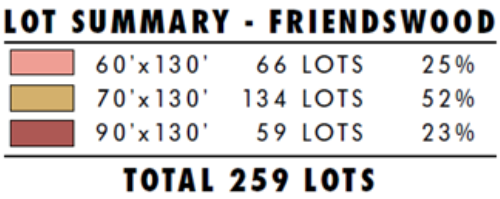
Zoning needs to be assigned to the property since its annexation.

RECOMMENDATIONS

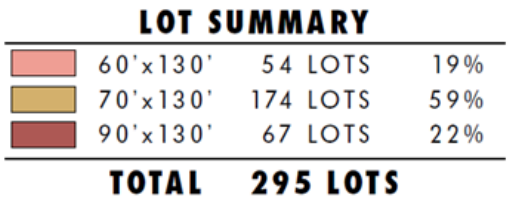
At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone change to amend the Avalon Planned Unit Development to incorporate recently annexed property.

As a result of acquiring 26.921 acres from League City for the Avalon at Friendswood development, zoning needs to be assigned to the annexed tract. Taylor Morrison, the developer, submitted an amended Planned Unit Development that includes an additional 36 residential lots on the annexed property and some minor open space adjustments. The development's previously approved lot size count and the corresponding percentages of lots sizes and the proposed lot size count and percentages are shown below:

Previously Approved 2019-37 (259 Lots):



Proposed (295 Lots):



The proposed lot size percentages fall within the allowable percentages under the previously approved Planned Unit Development.

All services and utilities for the development will be provided by the City of Friendswood. The phasing of the project remains similar, as well as the plans for amenities and open space. There will be lake areas on the north and south sides of the development. Please note that although located within the City of Friendswood, the 36 lots in the newly incorporated area (26.921 acres) will be zoned to Clear Creek Independent School District unless an agreement is reached between the school districts to change the existing boundary.

ATTACHMENTS

1. Ord 2021-XX Avalon at Friendswood PUD Amendment
2. EXHIBIT A
3. EXHIBIT B

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR 183.386 ACRES ALONG BOTH SIDES OF THE FUTURE FRIENDSWOOD LAKES BOULEVARD/FRIENDSWOOD PARKWAY, 183.386 ACRES OF LAND CONSISTING OF SEVERAL TRACTS INCLUDING 96.944 ACRES OF LAND IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69 AND 86.442 ACRES CONSISTING OF TRACT 1: 59.521 ACRES OF LAND SITUATED IN THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69 AND TRACT 2: 26.921 ACRES OF LAND SITUATED IN THE I&GNRR COMPANY SURVEY NUMBER 5, ABSTRACT NUMBER 622, ALL LOCATED IN FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT (PUD) 2019-37 AND UNASSIGNED ZONING TO A REVISED AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT (PUD) CONSISTING OF 183.386 ACRES; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, Taylor Morrison of Texas represented by Robert Skinner, is the Owner of 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, (the "Property") as also depicted in Exhibit "A" incorporated herein by reference; and

WHEREAS, the Owners previously made application to the City to change the zoning classification of the Property from Planned Unit Development (PUD 2019-37) and unassigned zoning to a revised Planned Unit Development (PUD) to allow for a private, gated residential development with varying lot sizes, to be known as Avalon at Friendswood pursuant to the PUD document, area map and schematic development plan attached hereto included in Exhibit "B"; and

WHEREAS, the City of Friendswood annexed the 26.921 acres from the City of League City in 2021, which does not currently have an assigned zoning district; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached

Exhibit "A", from Planned Unit Development (PUD 2019-37) and unassigned zoning to a revised Planned Unit Development to allow for a private, gated residential development with varying lot sizes, to be known as Avalon at Friendswood pursuant to the PUD document, area map and schematic development plan attached hereto included in Exhibit "B," but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

EXHIBIT “A”

1. Application
2. Deeds and Surveys
3. Aerial Map
4. Location Map
5. Zoning Map

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____
☐ Planned Unit Development Option 1
☒ Planned Unit Development Option 2
☐ Specific Use Permit Option 1
☐ Specific Use Permit Option 2
SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Taylor Morrison of Texas, Inc. Phone: 281-598-3040

Owner's Mailing Address: 2929 Briarpark Dr. North, Suite 400

City: Houston State: TX Zip: 77042 Fax: _____

Owner's Email Address: bskinner@taylormorrison.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kparker@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature Robert L Skinner Digitally signed by Robert L Skinner Date: 2021.06.10 15:59:22 -05'00' Date: _____

Agent's Signature: Kathryn Parker Date: 7/6/2021

Received By:	Becky Bennett	Application Number:	PLAN-2021-0033
Date of Public Hearing:	8-12, 9-13	Received Date:	7-9-2021
Property Owner Notices:	7-30-2021	Newspaper Notice:	7-19-2021
		Sign on Property:	7-30-2021

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF GALVESTON §

WHEREAS, pursuant to that certain Earnest Money Contract dated as of July 15, 2019 (the "Purchase Agreement"), by and between Yellowstone Hill Country Ranching, LLC ("Grantor"), and Taylor Morrison of Texas, Inc. ("Grantee"), Grantor agreed to convey to Grantee all of those certain tracts of land containing approximately 86.442 acres of land that is described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof (the "Land"), together with Grantor's interest, if any, without warranty or recourse, in (i) any and all rights, privileges, and appurtenances belonging or pertaining to the Land; (ii) any and all improvements, structures, and fixtures located on, over, and under the Land; (iii) any and all easements or rights-of-way affecting the Land and any of Grantor's rights to use the same; (iv) any and all rights of ingress and egress to and from the Land and any of Grantor's rights to use the same; and (v) all right, title, and interest of Grantor, if any, in and to any and all (a) air rights, water rights, claims, and permits relating to the Land, (b) reversionary interests in and to the Land, and (c) permits, approvals, utilities and rights to servicing of utilities, privileges and entitlements appurtenant to the Land (the Land, together with any and all of the related improvements, rights, privileges, appurtenances and interests referenced in items (i) through (vi) above are herein collectively referred to as the "Property");

NOW, THEREFORE, BE IT RESOLVED, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration and a promissory note ("**Note**") of even date herewith in the principal amount of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) executed by Grantee to Grantor. The Note is secured by a Vendor's Lien in the Deed ("**Vendor's Lien**") and payment of the Note shall be secured by (i) the Vendor's Lien and superior title herein retained by Grantor and (ii) that certain Deed of Trust of even date herewith from Grantee for the benefit of, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto said Grantee the Property.

For Grantor and Grantor's successors and assigns forever, Grantor hereby reserves all of the oil, gas, and other minerals which are presently owned by Grantor, if any, and which lie in, on or under the Property or that may be produced from the Property; provided, however, Grantor hereby waives, on behalf of Grantor and Grantor's successors and assigns, all rights of access, ingress and egress over the surface of any of the Property, and all other rights of every kind and character whatsoever to enter upon, use or otherwise affect the surface of the Property or any part thereof, for any purpose, including but not limited to, for purposes of mining, drilling, exploring, exploiting, producing, processing, transporting, marketing or developing such reserved oil, gas

and minerals or for any other reason (collectively, the "Mineral Estate"). The foregoing surface use waiver is binding upon the lessee under any lease of the Mineral Estate granted by Grantor or Grantor's successors or assigns. If the Mineral Estate becomes subject to, or is subject to existing production or an existing oil, gas and mineral lease, then Grantor's reservation of the Mineral Estate also includes all of such production, and all benefits from such lease, that are presently owned by Grantor, if any, or which Grantor is presently, or will in the future be, entitled to receive under the terms and provisions of any such lease, if any (collectively, the "Mineral Leases", together with the Mineral Estate, collectively, the "Mineral Reservation").

The Vendor's Lien and superior title to the Property as hereby retained for the benefit of Grantor.

This conveyance is made and accepted subject to the restrictions, reservations, covenants, conditions, liens, easements and encumbrances described in **Exhibit "B"** attached hereto and made a part hereof, but only to the extent they are still in effect and are shown of record in the Official Records of Real Property of Galveston County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property and to the following restrictions (collectively the "Permitted Exceptions") and the Mineral Reservation. **THE PROPERTY SHALL BE USED AND DEVELOPED AS A SINGLE-FAMILY RESIDENTIAL SUBDIVISION ONLY, WITH COMMON AREAS, AMENITIES AND OTHER IMPROVEMENTS ASSOCIATED WITH A SINGLE FAMILY RESIDENTIAL SUBDIVISION.**

EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXCHANGE AGREEMENT, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THE PROPERTY "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," IN ITS CURRENT CONDITION, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (III) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY

THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE SHALL RELY SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR OR THE AGENTS OR CONTRACTORS OF GRANTOR. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR OTHERWISE, OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

Taxes for the current year shall be prorated as of the date hereof, with Grantee assuming payment of all taxes accruing on and after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the 4th day of November, 2019.

GRANTOR:

YELLOWSTONE HILL COUNTRY RANCHING, LLC,
a Texas limited liability company

By: _____
Charles Gregory Evans, Manager

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on November 4th, 2019, by Charles Gregory Evans, the Manager of **YELLOWSTONE HILL COUNTRY RANCHING, LLC**, a Texas limited liability company, on behalf of said limited liability company.

[Notary Stamp/Seal]

TARINA M SYBERT
NOTARY PUBLIC
ID # 443122-5
STATE OF TEXAS
EXPIRES
07 - 18 - 2022

Tarina M Sybert
Notary Public in and for the State of Texas

SIGNATURE PAGE OF GRANTOR TO SPECIAL WARRANTY DEED

Exhibit A
to
Special Warranty Deed

Property

TRACT 1

All of that certain 59.521 acres (2,592,729 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 59.521 acres tract being out of and a part of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 59.521 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, a distance of 2991.68 feet to a 5/8 inch iron rod found for the **POINT OF BEGINNING** and most Northerly corner of the herein described tract, said point being a reentrant corner of said 194.21 acres tract and the most Westerly corner of said 97.00 acres tract;

THENCE, S 48°07'44" E, a distance of 2122.93 feet to a 5/8 inch iron rod found for the most Easterly corner of both the herein described tract and of said 194.21 acres tract, said point also being the most Southerly corner of said 97.00 acres tract, being at the Southeasterly line of said **MARY FABREAU SURVEY**, being at Northwesterly line of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE, S 41°51'19" W, a distance of 1220.64 feet to an 1/2-inch iron rod found for the most Southerly corner of the herein described tract, of said 194.21 acres tract, and of said **MARY FABREAU SURVEY**, said point also being a reentrant corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;

THENCE, N 48°08'53" W, along the Southwesterly line of both said 194.21 acres tract and of said **MARY FABREAU SURVEY,** a distance of 194.41 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the right, said point also being the Northeast corner of a called 26.92 acres tract, called Tract "B", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and being a North corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;

THENCE, N 48°08'48" W, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the left, said point also being the Northwest corner of said 26.92 acres tract and being the Northeast corner of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas;

THENCE, N 48°13'48" W, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Westerly corner of the herein described tract;

THENCE, N 41°53'32" E, a distance of 1222.09 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 59.521 acres (2,592,729 square feet) of land.

TRACT 2

All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622,** Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 26.921 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY,** the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, at 2991.68 feet passing a 5/8 inch iron rod found for the most Westerly corner of said 97.00 acres tract and for a reentrant corner of a called 194.21 acres tract, called Tract "A", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and continuing for a total distance of 4213.77 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking a corner, said point being at the Southwesterly line of said 194.21 acres tract;

THENCE, S 48°13'48" E, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the **POINT OF BEGINNING,** said point also being the most Northerly corner of said 26.92 acres tract and being the Northeast corner of said THE LAKES AT SAN JOAQUIN SECTION ONE;

THENCE, S 48°08'48" E, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 26.92 acres tract, said point also being a Northeast corner of said the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and being a North corner of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE, S 02°24'41" E, along the East line of said **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and a West line of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract, a distance of 740.89 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southeast corner of said 26.92 acres tract;

THENCE, S 86°15'05" W, a distance of 927.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southwest comer of said 26.92 acres tract, said point also being at the Southeast corner of the FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2009A, Map Numbers 66-67 in the Office of the County Clerk of Galveston County, Texas, and from which point a found iron rod with cap stamped "RPLS #5007" bears N 47°28' E, 0.48 feet;

THENCE, N 04°39'59" W, along the West line of said 26.92 acres tract and the East line of said FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2 and of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 1734.00 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 26.921 acres, (1,172,660 square feet) of land.

Exhibit B
to
Special Warranty Deed

Permitted Exceptions

1. Restrictive covenants set forth in instrument recorded under Clerk's File No. 2010059686 of the Official Public Records of Galveston County, Texas.

2. Mineral reservation set out in deed recorded under Volume 653, Page 175 of the Deed Records of Galveston County, Texas.

3. Mineral reservation set out in deed recorded under Volume 653, Page 248 of the Deed Records of Galveston County, Texas.

4. Mineral reservation set out in deed recorded under Volume 739, Page 450 of the Deed Records of Galveston County, Texas.

5. Mineral reservation set out in deed recorded under Volume 965, Page 159 of the Deed Records of Galveston County, Texas.

6. Mineral reservation set out in deed recorded under Volume 997, Page 541 of the Deed Records of Galveston County, Texas.

7. Easement granted to the City of Friendswood set forth in instrument recorded under Clerk's File Nos. 9316397 and 9523682 of the Official Public Records of Galveston County, Texas.

8. Mineral reservation set out in deed recorded under Clerk's File No. 2010059686 of the Official Public Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: *2019061400*

Recording Fee: 54.00

Number Of Pages:9

Filing and Recording Date: 11/06/2019 12:24PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°11'52"	39.36'	N 04°42'28" W	35.42'
C2	25.00'	89°54'23"	39.23'	S 85°54'55" W	35.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 48°08'53" W	194.41'
L2	S 48°14'56" E	60.26'
L3	N 49°08'24" W	59.96'
L4	S 03°06'17" E	88.75'
L5	S 03°06'17" E	188.46'
L6	N 56°50'16" E	18.49'
L7	N 03°06'17" W	112.75'

0' 200' 400' 600'

SCALE: 1"=200'

LEGEND

CPED	CABLE TELEVISION PEDESTAL
FH	FIRE HYDRANT
MH	MANHOLE
PLM	PIPELINE MARKER
PP	POWER POLE
UT	UNDERGROUND TELEPHONE CABLE MARKER
	UTILITY VAULT
WV	WATER VALVE
AC.	ACRES
EOW	EDGE OF WATER
ESMT.	EASEMENT
FND.	FOUND
G.C.C.F.	GALVESTON COUNTY CLERK'S FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
I.P.	IRON PIPE
I.R.	IRON ROD
PG.	PAGE
PLAT REC.	PLAT RECORD
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
SQ. FT.	SQUARE FEET
VOL.	VOLUME
W/	WITH
	BARBED WIRE FENCE
	WOODEN FENCE
	WROUGHT IRON FENCE, UNLESS OTHERWISE NOTED

FALCON RIDGE SECTION TWO (VOL. 18, PG.270)

FALCON RIDGE SECTION THREE (VOL. 18, PG.282)

WEST RANCH WEST LAKE SECTION TWO (PLAT REC. 2012A, MAP NO. 56–57)

WEST RANCH WEST LAKE SECTION THREE (PLAT REC. 2013A, MAP NO. 97–98)

EAGLE LAKES SECTION 5 (VOL. 18, PG. 554–555)

EAGLE LAKES SECTION 6 (VOL. 18, PG. 770)

FRIENDSWOOD LAKES SECTION 2 (VOL. 18, PG. 1366–1367)

DOMINION AT FRIENDSWOOD LAKES 5 (PLAT REC. 2011A, MAP NO. 53–54)

DAVID FAHEY SUBDIVISION OF THE MARY FABREAU SURVEY (VOL. 118, PG. 415, G.C.D.R.)

WEST RANCH LAKESIDE SECTION TWO (PLAT REC. 2014A, MAP NO. 54–55)

SIERRA AT WEST RANCH SECTION ONE (PLAT REC. 2014A, MAP NO. 11–13)

SIERRA AT WEST RANCH SECTION TWO (DOC. NO. 2015077523)

SIERRA AT WEST RANCH SECTION THREE (DOC. NO. 2016018384)

SAN JOAQUIN ESTATES SECTION 1 & SECTION 2, BLCOK 2 LOTS 8, 9, 10, 13, 14, 15, 16, 17, 18 & 19, BLOCK 3 LOTS 1, 2 & 3 (VOL. 17, PG. 133)

THE LAKE AT SAN JOAQUIN SECTION ONE (VOL. 18, PG. 1302)

FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2 (PLAT REC. 2009A, MAP NO. 66–67)

FRIENDSWOOD LAKES BOULEVARD (DOC. NO. 2017033870)

EAGLE LAKES DRIVE; TRAIL VIEW; PEBBLE LAKE TRAIL VIEW; STILLWATER DRIVE; EDGEWATER DR.; EAGLE FALLS DR.; BOLIVAR POINT LANE; TAMINA PASS LANE; RICHLAND HOLLOW LANE; FRIENDSWOOD LAKES BLVD.; LAKEWAY DRIVE; LESLIE'S CT.

RESERVE "A"; RESERVE "B"; RESTRICTED RESERVE "A"; RESTRICTED RESERVE "B"; RESTRICTED RESERVE "D"

"A"
FND. 5/8" I.R. N 49°58' W, 0.43'

N 48°14'56" W 1044.03' (CALLED 1043.90')

50' R.O.W. (NOT OPEN)

P.O.C. – TR. 1 & 2
FND. I.R. W/ CAP, STAMPED "WILSON"

FND. I.R. W/ CAP, STAMPED "PRESCISION"

FND. 5/8" I.R. 3 S 66°43' W, 0.48'

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"
FND. 2" I.P. S 61°39' E, 0.86'

N 48°14'56" W 989.71' 60' TEXAS–NEW MEXICO POWER EASEMENT AND NATURE TRAIL (VOL. 1715, PG. 69, G.C.D.R.)

765.00'

20' SANITARY SEWER ESMT. (G.C.C.F. #9310688)
20' WATER LINE ESMT. (G.C.C.F. #9518955)

60' COMMUNITY PUBLIC SERVICE COMPANY EASEMENT (VOL. 1749, PG. 930, G.C.D.R.)

1142.01'

1090.00'

S 41°53'32" W 2991.68'

FND. I.R. W/ CAP, STAMPED "HUITT–ZOLLARS"

FND. I.R. W/ CAP, STAMPED "R.F. ELLIS"

FND. I.R. W/ CAP, STAMPED "HUITT–ZOLLARS" S 60°01' E, 0.42'

N 49°06'13" W 260.89'

N 49°06'01" W 673.07' (CALLED 673.35')

20' EXXON PIPELINE CO. EASEMENT W/ 15' PERMANENT MAINTENANCE & CONSTRUCTION EASEMENTS ON BOTH SIDES (G.C.C.F. #9913849)

16' TEXAS–NEW MEXICO POWER COMPANY ELECTRICAL UTILITY EASMENT (G.C.C.F. #2012026488)

FND. I.R. W/ CAP, STAMPED "HUITT–ZOLLARS"

FND. I.R. W/ CAP, STAMPED "RPLS #5565" N 38°17' E, 0.77'

S 86°06' (CALLED 586.11')

FND. 5/8" I.R. N 60°09' E, 0.75'

CALLED 97.00 AC. JANET CLEAVES ACORD, TRUSTEE TO CYPRESS CREEK HOLDINGS, LTD. (G.C.C.F. #2011019071)

TRACT A (CALLED 194.21 AC.) ESTATE OF GEORGE A. BOFYSIL, JR. TO YELLOWSTONE HILL COUNTRY RANCHING, LLC (G.C.C.F. #2010059686)

P.O.B. – TR. 1 FND. 5/8" I.R.

550.62'

0.3'

20' SANITARY SEWER ESMT. (G.C.C.F. #9310688)
20' WATER LINE ESMT. (G.C.C.F. #9518955)

20' EXXON PIPELINE CO. EASEMENT W/ 15' PERMANENT MAINTENANCE & CONSTRUCTION EASEMENTS ON BOTH SIDES (G.C.C.F. #2000064554) ASSIGNED TO SOUTH TEXAS NGL PIPELINES, LLC (G.C.C.F. #2007067030)

16' TEXAS–NEW MEXICO POWER COMPANY ELECTRICAL UTILITY EASEMENT (G.C.C.F. #2005010196)

60' TEXAS–NEW MEXICO POWER EASEMENT AND NATURE TRAIL (VOL. 1715, PG. 69, G.C.D.R.)

N 41°53'32" E, 1222.09'

20' SANITARY SEWER ESMT. (G.C.C.F. #9316397)
20' WATER LINE ESMT. (G.C.C.F. #9523682)

BARBED WIRE FENCE

S 48°07'44" E 2122.93'

S 41°52'16" W 928.48'

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

N 48°13'48" W 539.38'

P.O.B. – TR. 2 SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

N 48°08'48" W 1389.92'

S 48°08'48" E 1389.92'

FND. 5/8" I.R.

0.8'

PARTITION AGREEMENT FIRST TRACT CALLED 941.89 AC. WESLEY WEST, ET AL (VOL. 1387, PG. 384)

CORRECTION DEED FIRST TRACT CALLED 941.89 AC. NEVA WATKINS WEST TO WESLEY WEST CATTLE COMPANY (G.C.C.F. #9222784)

FND. 1/2" I.R.

S 41°51'19" W 1220.64'

N 04°39'59" W 1734.00'

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

L1

S 02°24'41" E 740.89'

S 86°15'05" W 927.38'

SET 5/8" I.R. W/ CAP, STAMPED "GEOSURV"

FND. I.R. W/ CAP, STAMPED "RPLS #5007" N 47°28' E, 0.48'

TRACT 1
59.521 Acres
(2,592,729 Sq. Ft.)

TRACT 2
26.921 Acres
(1,172,660 Sq. Ft.)

POND

TOP OF BANK
EOW (09/12/2019)

FRIENDSWOOD CITY LIMTS
LEAGUE CITY LIMITS

I.&G.N.R.R. COMPANY SURVEY NUMBER 4, ABSTRACT NO. 608

MARY FABREAU SURVEY, ABSTRACT NO. 69

I.&G.N.R.R. COMPANY SURVEY NUMBER 5, ABSTRACT NO. 622

GEORGE A. BOFYSIL ESTATE I.&G.N.R.R. SURVEY, SECTION 5, ABSTRACT NUMBER 622

To Taylor Morrison of Texas, Inc; Yellowstone Hill Country Ranching, LLC; and First American Title Guaranty Company:

This is to attest that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 13, and 14 of Table A thereof. The fieldwork was completed on September 12, 2019.

Date of Plat or Map: October 30, 2019

GeoSurv, LLC

Dale L. Hardy
Registered Professional
Land Surveyor 4847

NOTES:

1.) A separate exhibit containing the metes and bounds descriptions of the herein surveyed tracts is attached hereto and made a part hereof for all purposes.

2) This property lies in Zone X, defined by FEMA as areas of minimal flood hazard, as scaled from Flood Insurance Rate Map (FIRM) Number 48167C0202G, effective date August 15, 2019.

3) This survey has been prepared based on Title Commitment provided by First American Title Guaranty Company, G.F. #TMH–TX–1978187LA, issued October 10, 2019.

4) Bearings shown hereon are based on Texas State Plane Coordinates, South Central Zone.

5) At the time of this survey, the herein surveyed tracts have no access to dedicated public right–of–way.

6.) Tracts 1 lies within the incorporated limits of the City of Friendswood. Tract 2 lies within the incorporated limits of the City of League City.

Dale L. Hardy
GeoSurv
Registered Professional
Land Surveyors

P.O. Box 246, League City, Texas 77574
281-554-7739 409-765-6030 Fax: 281-554-6928
Firm No.: 10040100

E:\SVRDATA\CARLSON PROJECTS\@PROJECTS\AVALON AT FRIENDSWOOD\19-0131 - SURVEY\DWGS\19-0131 - SOUTH.DWG

TRACT 1

All of that certain 59.521 acres (2,592,729 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 59.521 acres tract being out of and a part of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 59.521 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;
THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, a distance of 2991.68 feet to a 5/8 inch iron rod found for the **POINT OF BEGINNING** and most Northerly corner of the herein described tract, said point being a reentrant corner of said 194.21 acres tract and the most Westerly corner of said 97.00 acres tract;
THENCE, S 48°07'44" E, a distance of 2122.93 feet to a 5/8 inch iron rod found for the most Easterly corner of both the herein described tract and of said 194.21 acres tract, said point also being the most Southerly corner of said 97.00 acres tract, being at the Southeasterly line of said **MARY FABREAU SURVEY**, being at Northwesterly line of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;
THENCE, S 41°51'19" W, a distance of 1220.64 feet to an 1/2-inch iron rod found for the most Southerly corner of the herein described tract, of said 194.21 acres tract, and of said **MARY FABREAU SURVEY**, said point also being a reentrant corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;
THENCE, N 48°08'53" W, along the Southwesterly line of both said 194.21 acres tract and of said **MARY FABREAU SURVEY**, a distance of 194.41 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the right, said point also being the Northeast corner of a called 26.92 acres tract, called Tract "B", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and being a North corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;
THENCE, N 48°08'48" W, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the left, said point also being the Northwest corner of said 26.92 acres tract and being the Northeast corner of THE LAKES AT SAN

JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas; **THENCE,** N 48°13'48" W, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Westerly corner of the herein described tract; **THENCE,** N 41°53'32" E, a distance of 1222.09 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 59.521 acres (2,592,729 square feet) of land.

TRACT 2

All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622**, Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 26.921 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;
THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, at 2991.68 feet passing a 5/8 inch iron rod found for the most Westerly corner of said 97.00 acres tract and for a reentrant corner of a called 194.21 acres tract, called Tract "A", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and continuing for a total distance of 4213.77 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking a corner, said point being at the Southwesterly line of said 194.21 acres tract; **THENCE,** S 48°13'48" E, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the **POINT OF BEGINNING**, said point also being the most Northerly corner of said 26.92 acres tract and being the Northeast corner of said THE LAKES AT SAN JOAQUIN SECTION ONE; **THENCE,** S 48°08'48" E, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 26.92 acres tract, said point also being a Northeast corner of said the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and being a North corner of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4,

Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;
THENCE, S 02°24'41" E, along the East line of said **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and a West line of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract, a distance of 740.89 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southeast corner of said 26.92 acres tract;
THENCE, S 86°15'05" W, a distance of 927.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southwest corner of said 26.92 acres tract, said point also being at the Southeast corner of the FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2009A, Map Numbers 66-67 in the Office of the County Clerk of Galveston County, Texas, and from which point a found iron rod with cap stamped "RPLS #5007" bears N 47°28' E, 0.48 feet;
THENCE, N 04°39'59" W, along the West line of said 26.92 acres tract and the East line of said FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2 and of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 1734.00 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 26.921 acres, (1,172,660 square feet) of land.



Dale L. Hardy
Registered Professional Land Surveyor
Texas Registration Number 4847

PREPARED
OCTOBER 30, 2019
BY

DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvllc.com
FIRM NO. 10040100

F:\FN\AVALON AT FRIENDSWOOD\19-0131\19-0131.DOCX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF GALVESTON §

THAT **CYPRESS CREEK HOLDINGS, LTD.**, a Texas limited partnership ("CCHL"), **MELISSA CLEAVES BENSON** ("Benson"), **CONSTANCE CLEAVES BRAKEBILL** ("Brakebill"), **VIRGINIA PARRISH CLEAVES** ("VPC"), **WILBUR R. CLEAVES** ("WRC"), **CATHERINE CLEAVES MAHON** ("Mahon"), **CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST** ("Mahon Nonexempt Trust"), **CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST** ("Mahon Exempt Trust"), **MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST** ("Benson Nonexempt Trust"), **MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 EXEMPT TRUST** ("Benson Exempt Trust"), **VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II** ("VPC Trust II"), **VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST** ("VPC Nonexempt Trust"), **VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST** ("VPC Exempt Trust"), **WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES NONEXEMPT TRUST II** ("WRC Trust II"), **WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 NONEXEMPT TRUST** ("WRC Nonexempt Trust"), **WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 EXEMPT TRUST** ("WRC Exempt Trust;" CCHL, Benson, Brakebill, VPC, WRC, Mahon, Mahon Nonexempt Trust, Mahon Exempt Trust, Benson Nonexempt Trust, Benson Exempt Trust, VPC Trust II, VPC Nonexempt Trust , VPC Exempt Trust, WRC Trust II, WRC Nonexempt Trust and WRC Exempt Trust are collectively referred to herein as "Grantor"), has agreed to convey to **TAYLOR MORRISON OF TEXAS, INC.**, a Texas corporation ("Grantee"), whose address is 2929 Briar Park, Suite 400, Houston, Texas 77042, all of that certain tract of land containing approximately 91.95 acres that is described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof (the "Land"), together with (i) any and all improvements thereon, (ii) all rights, privileges, and appurtenances (including, without limitation, easements appurtenant and water rights) belonging or pertaining to the Land; (iii) any and all easements or rights-of-way affecting the Land and any of Grantor's rights to use the same, including rights of Grantor in adjacent streets and roads or in adjacent alleys, strips or gores of land; (iv) all rights relating to surface and underground water; (v) all rights, commitments, reservations, allocations, service agreements, operating agreements and maintenance agreements with respect to the provision of utility service to the Land, including, without limitation, potable water supply, sewage treatment capacity, sanitary sewer line capacity, storm sewer and drainage capacity, and gas, electric and telephone service, and (vi) all rights of Grantors in and to the oil, gas and minerals associated with or that may be produced from the Land (the Land, together with any and all of the

related improvements, rights, privileges, appurtenances and interests referenced in items (i) through (vi) above are herein collectively referred to as the "Property");

NOW, THEREFORE, BE IT RESOLVED, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto said Grantee the Property.

This conveyance is made and accepted subject to the restrictions, reservations, covenants, conditions, liens, easements and encumbrances described in **Exhibit "B"** attached hereto and made a part hereof, but only to the extent they are still in effect and are shown of record in the Official Public Records of Real Property of Galveston County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property and to the following restrictions (collectively the "Permitted Exceptions").

EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THE PROPERTY "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," IN ITS CURRENT CONDITION, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. BY ACCEPTANCE OF THIS DEED, GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE WAIVED ALL LIABILITY OF, AND ALL CLAIMS AGAINST, GRANTOR WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL MATTERS (AND ANY REMEDIATION, CONTRIBUTION, OR INDEMNITY OBLIGATIONS), EXCEPT LIABILITY FOR BREACH OF ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF GRANTOR SET FORTH IN THE PURCHASE AGREEMENT.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

Taxes for the current year shall be prorated as of the date hereof, with Grantee assuming payment of all taxes accruing on and after the date hereof.

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EXECUTED as of the 15th day of November, 2019.

GRANTOR:

CYPRESS CREEK HOLDINGS, LTD.,
a Texas limited partnership

By: Cypress Creek GP, Inc.,
a Texas corporation,
its general partner

By: Dinah Weems
Dinah Weems, ~~Vice President~~ DW
Pres. of Cypress Creek GP, Inc., Gen'l Partner of Cypress Creek Holdings, Ltd.

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on November 15, 2019, by Dinah Weems, Vice President of Cypress Creek GP, Inc., a Texas corporation, general partner of **CYPRESS CREEK HOLDINGS, LTD.**, a Texas limited partnership, on behalf of said limited partnership.

LUZ ROSA
Notary ID #125412347
My Commission Expires
September 17, 2021
Notary Stamp/Seal

Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

MELISSA CLEAVES BENSON

MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST

MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 EXEMPT TRUST

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on November 18th, 2019, by **MELISSA CLEAVES BENSON**, individually and as **TRUSTEE OF (I) MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST AND (II) MELISSA CLEAVES BENSON 1993 EXEMPT TRUST**.

Notary Public in and for the State of Texas

[Notary Stamp/Seal]

VANESSA LEA CODY
Notary Public, State of Texas
Comm. Expires 05-27-2023
Notary ID 130239669

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

CONSTANCE CLEAVES BRAKEBILL

STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on November 15, 2019, by **CONSTANCE CLEAVES BRAKEBILL.**

JOSHUA JONES
Notary Public, State of Texas
Comm. Expires 06-03-2023
Notary ID 132035778

Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

Virginia Parrish Cleaves

VIRGINIA PARRISH CLEAVES

Virginia Parrish Cleaves TTEE

VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II

Virginia Parrish Cleaves TTEE

VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST

Virginia Parrish Cleaves TTEE

VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on November 18th, 2019, by **VIRGINIA PARRISH CLEAVES**, acting individually, and as **TRUSTEE OF THE (I) VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II, (II) VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST, AND (III) VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST.**

Vanessa Lea Cody

Notary Public in and for the State of Texas

[Notary Stamp/Seal]

VANESSA LEA CODY
Notary Public, State of Texas
Comm. Expires 05-27-2023
Notary ID 130239669

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

Wilbur R. Cleaves

WILBUR R. CLEAVES

Wilbur R. Cleaves TTE

WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES NONEXEMPT TRUST II

Wilbur R. Cleaves TTE

WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 NONEXEMPT TRUST

Wilbur R Cleaves TTE

WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 EXEMPT TRUST

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on November 14th, 2019, by **WILBUR R. CLEAVES**, individually and as **TRUSTEE OF (I) WILBUR R. CLEAVES NONEXEMPT TRUST II, (II) WILBUR R. CLEAVES, 1993 NONEXEMPT TRUST AND (III) WILBUR R. CLEAVES 1993 EXEMPT TRUST.**

VANESSA LEA CODY
Notary Public, State of Texas
Comm. Expires 05-27-2023
Notary ID 130239669

[Notary Stamp/Seal]

Vanessa Lea Cody

Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

CATHERINE CLEAVES MAHON

, Trustee

CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST

, Trustee

CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST

STATE OF ~~TEXAS~~ Florida (Tex) §
§
COUNTY OF Miami-Dade §

This instrument was acknowledged before me on November 19, 2019, by **CATHERINE CLEAVES MAHON**, individually and as **TRUSTEE OF (I) CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST AND (II) CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST.**

[Notary Stamp/Seal]

TRANEE Y. BONTON-MCDON NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires May 5, 2022 No. GG198860

Notary Public in and for the State of ~~Texas~~ Florida (Tex)

Exhibit A	-	Property
Exhibit B	-	Permitted Encumbrances

Exhibit A
to
Special Warranty Deed

Property

See attached.

All of that certain 96.944 acres (4,222,898 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 96.944 acres tract being all of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said 96.944 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

BEGINNING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of said 97.00 acres tract, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;
THENCE, S 48°14'56" E, a distance of 60.26 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 97.00 acres tract, said point being the Northeasterly corner of said MARY FABREAU SURVEY; being the most Southerly corner of said SARAH McKISSICK SURVEY; being a Westerly corner of the JOHN DICKINSON SURVEY, Abstract Number 9, Galveston County, Texas; being the most Westerly corner of Restricted Reserve "D" of WEST RANCH WEST LAKE SECTION TWO, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2012A, Map Number 56-57 in the Office of the County Clerk of Galveston County, Texas, and from which a found 2 inch iron pipe bears S 61°39' E, 0.86 feet;
THENCE, S 03°06'17" E, along the West line of said WEST RANCH WEST LAKE SECTION TWO; of WEST RANCH WEST LAKE SECTION THREE, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2013A, Map Number 97-98; of WEST RANCH LAKESIDE SECTION TWO, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2014A, Map Number 54-55; and of SIERRA AT WEST RANCH SECTION ONE, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2014A, Map Number 11-13, all recorded in the Office of the County Clerk of Galveston County, Texas, and along the West line of said JOHN DICKINSON SURVEY, a distance of 2916.74 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Southerly East corner of both said 97.00 acres tract and of said **MARY FABREAU SURVEY**, said point also being the most Northerly corner both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;
THENCE, S 41°52'16" W, along the Southeasterly line of said MARY FABREAU SURVEY and a Northwesterly line of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract, a distance of 928.48 feet to a 5/8 inch iron rod found for the most Southerly corner of said 97.00 acres tract, said point also being the most Easterly corner of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas;
THENCE, N 48°07'44" W, a distance of 2122.93 feet to a 5/8-inch iron rod found for the most Westerly corner of said 97.00 acres tract, said point being a reentrant corner of said 194.21 acres tract;
THENCE, N 41°53'32" E, along the Northwest line of said 97.00 acres tract, at 550.62 feet passing a North corner of said 194.21 acres tract, and continuing along the Southeast line of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54; of EAGLE LAKES SECTION 6, a

Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770, both in the Office of the County Clerk of Galveston County, Texas; and of said EAGLE LAKES SECTION 5, a distance of 2991.68 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 96.944 acres (4,222,898 square feet).

SAVE AND EXCEPT the 4.994-acre tract described on the following pages:

City of Friendswood
Proposed Friendswood Lakes Boulevard
Right-of-Way
4.994 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 4.994-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 4.994-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the most southerly corner of Reserve "A" of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, said point bears North 41°53'46" East a distance of 551.04 feet from the most westerly corner of said 97.00-acre tract;

THENCE, South 49°21'36" East, along the proposed north right-of-way line of Friendswood Lakes Boulevard (based on a width of 100-feet) for a distance of 629.33 feet to the point of curvature of a curve to the left;

THENCE, continuing along the proposed north line of said Friendswood Lakes Boulevard and with said curve to the left, having a radius of 2,000.00 feet, a central angle of 16°24'09", (chord bears South 57°33'40" E, 570.61 feet), for an arc length of 572.56 feet to the point of tangency;

THENCE, South 65°45'45" East, continuing along the proposed north line of said Friendswood Lakes Boulevard for a distance of 956.60 feet to a point in an easterly line of the aforementioned 97.00-acre tract, same being the easterly line of the aforementioned Mary Fabreau Survey and westerly line of the John Dickinson Survey, Abstract No. 9;

THENCE, South 03°06'02" East, along an easterly line of said 97.00-acre tract, same being the easterly line of said Mary Fabreau Survey, for a distance of 26.92 feet to an angle point of said 97.00-acre tract, said point is the northeasterly corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the most southerly east line of said 97.00-acre tract, same being the common line between said Mary Fabreau Survey and said I. & G.N. R.R. Survey No. 4, for a distance of 79.84 feet to a point in the proposed south line of the aforementioned Friendswood Lakes Boulevard;

THENCE, North 65°45'45" West, along the proposed south line of said Friendswood Lakes Boulevard for a distance of 944.78 feet to the point of curvature of a curve to the right;

THENCE, continuing along the proposed south line of said Friendswood Lakes Boulevard, and with said curve to the right, having a radius of 2,100.00 feet, a central angle of 16°24'09", (chord bears North 57°33'40" West, 599.14 feet), for an arc length of 601.19 feet to the point of tangency;

THENCE, North 49°21'36" West, continuing along the proposed south line of said Friendswood Lakes Boulevard for a distance of 631.52 feet to a point in the westerly line of the aforementioned 97.00-acre tract, same being an interior line of a 194.21-acre tract of land (called "Tract A") described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 41°53'46" East, along the westerly line of said 97.00-acre tract, same being an easterly line of said 194.21-acre tract, for a distance of 100.02 feet to the POINT OF BEGINNING, containing a computed area of 4.994-acres (217,559 square feet).

Exhibit B
to
Special Warranty Deed

Permitted Exceptions

1. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 1177, Page 89 of the Deed Records of Galveston County, Texas.

2. An easement granted to Community Public Service Company set forth in instrument recorded in Volume 1749, Page 930 of the Deed Records of Galveston County, Texas.

3. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 2355, Page 463 of the Deed Records of Galveston County, Texas.

4. Sanitary sewer easement granted in instrument recorded under Clerk's File No. 9310668 of the Official Public Records of Galveston County, Texas.

5. Water line easement granted in instrument recorded under Clerk's File No. 9518955 of the Official Public Records of Galveston County, Texas.

6. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded under Clerk's File No. 20000035479 of the Official Public Records of Galveston County, Texas.

7. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded under Clerk's File No. 20000035480 of the Official Public Records of Galveston County, Texas.

8. Easement and right of way granted to Exxon Pipeline Company in instrument recorded under Clerk's File No. 2000064554, subsequently assigned to South Texas NGL Pipelines, LLC, as reflected in instrument recorded under Clerk's File No. 2007067030 of the Official Public Records of Galveston County, Texas.

9. Maintenance and construction easements granted to Exxon Pipeline Company in instrument recorded under Clerk's File No. 2000064554 of the Official Public Records of Galveston County, Texas.

10. Electric distribution easement granted to Texas-New Mexico Power Company in instrument recorded under Clerk's File No. 2005010196 of the Official Public Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: *2019064239*

Recording Fee: 84.75

Number Of Pages:16

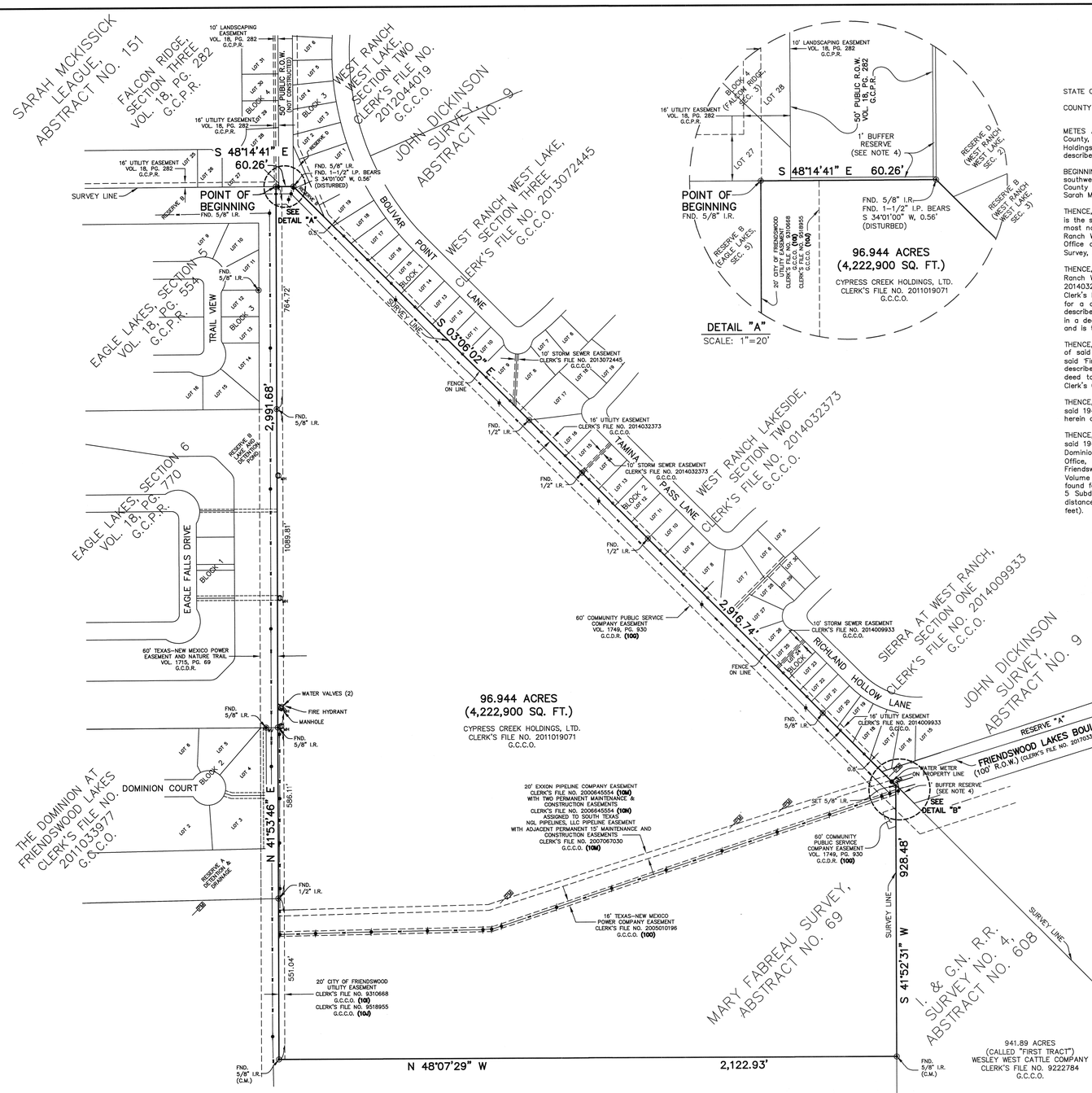
Filing and Recording Date: 11/20/2019 3:40PM

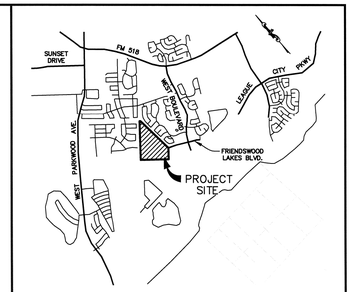
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

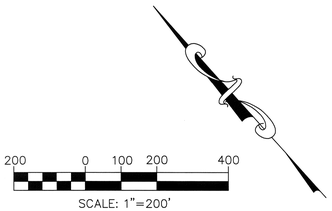
Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*





SCALE: 1" = 1 MILE



SCALE: 1"=200'

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944–acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944–acre tract is all of a 97.00–acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8–inch iron rod found for the northwest corner of said 97.00–acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mckissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00–acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8–inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1–1/2–inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00–acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 20140323 73 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 20140099 33 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8–inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89–acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00–acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8–inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21–acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00–acre tract, same being the north line of said 194.21–acre tract, for a distance of 2,122.93 feet to a 5/8–inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21–acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00–acre tract, same being an interior line of said 194.21–acre tract, at a distance of 551.04 feet pass a 1/2–inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8–inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8–inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944–acres (4,222,900 square feet).

LEGEND

G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.C.O.	GALVESTON COUNTY CLERK'S OFFICE
G.C.P.R.	GALVESTON COUNTY PLAT RECORDS
U.E.	UTILITY EASEMENT
W.L.E.	WATERLINE EASEMENT
R.C.P.	REINFORCED CONCRETE PIPE
(C.M.)	CONTROL MONUMENT
I.P.	IRON PIPE
I.R.	IRON ROD
R.O.W.	RIGHT–OF–WAY
SQ. FT.	SQUARE FEET
(10A)	SCHEDULE "B" ITEM REFERENCE
PM	ENTERPRISE PIPELINE MARKER
FH	FIRE HYDRANT
MH	MANHOLE
	POWER POLE
WV	WATER VALVE
WM	WATER METER
OHE	OVER–HEAD ELECTRICAL
	WOOD FENCE
	CONCRETE PAVING

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, LTD., G.F. # TMH–TX–1875282LA, HAVING AN EFFECTIVE DATE OF JULY 23, 2018.

3. THE SOUTH TEXAS NGL PIPELINES, LLC EASEMENT RECORDED IN CLERK'S FILE NO. 2007067030 WAS PREVIOUSLY ASSIGNED BY CLERK'S FILE NO.'S 9913848, 2000064554 (10N) AND 2006055959 IN THE GALVESTON COUNTY CLERK'S OFFICE. THE METES AND BOUNDS DESCRIPTION FOR THIS EASEMENT DID NOT GEOMETRICALLY CLOSE.

4. AT THE TIME OF THIS SURVEY, THE SUBJECT TRACT HAS NO PUBLIC RIGHT–OF–WAY ACCESS. AS DEFINED ON THE FINAL PLAT OF FALCON RIDGE SECTION THREE, RECORDED IN VOLUME 18, PAGE 282 GALVESTON COUNTY PLAT RECORDS AND THE FINAL PLAT OF FRIENDSWOOD LAKES BOULEVARD RECORDED IN CLERK'S FILE NO. 2017033870 IN THE GALVESTON COUNTY MAP RECORDS, THE PORTIONS OF THE ONE FOOT WIDE BUFFER RESERVES ADJACENT TO THE SUBJECT TRACT SHALL BECOME VESTED IN THE PUBLIC FOR RIGHT–OF–WAY PURPOSES WITH THE PLATTING OF THE SUBJECT TRACT.

5. FENCELINE DIMENSIONS SHOWN HEREON ARE SHOWN ON THE SIDE OF THE PROPERTY LINE THAT THE FENCES ARE ON.

6. ALL SET RODS HAVE PLASTIC CAPS STAMPED "WILSON SURVEY GROUP".

TO: TAYLOR MORRISON OF TEXAS, INC. AND FIRST AMERICAN TITLE GUARANTY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 8, 13 AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 2, 2018.

DATE OF PLAT OR MAP: 08/03/18

TEXAS REGISTRATION NO. 4821

MICHAEL D. WILSON R.P.L.S.

STATE OF TEXAS REGISTERED MICHAEL D. WILSON 4821 PROFESSIONAL LAND SURVEYOR

COPYRIGHT 2018, THE WILSON SURVEY GROUP, INC

08/02/18	DATE SURVEYED	C.L.H.

THE WILSON SURVEY GROUP
PROFESSIONAL LAND SURVEYORS
2006 E. BROADWAY PEARLAND, TEXAS
(281) 485–3991 T.B.P.L.S. FIRM NO. 10014900

CAD FILE	18–148.DWG
PLOT DATE	08/03/18
DWN	C.L.H.
CKD	M.D.W.
APPD	M.D.W.
SCALE	1"=200'
JOB NO.	18–148
SHEET	1 OF 1

TAYLOR MORRISON OF TEXAS, INC.

ALTA / NSPS LAND TITLE SURVEY OF A 96.944 ACRE TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, GALVESTON COUNTY, TEXAS

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

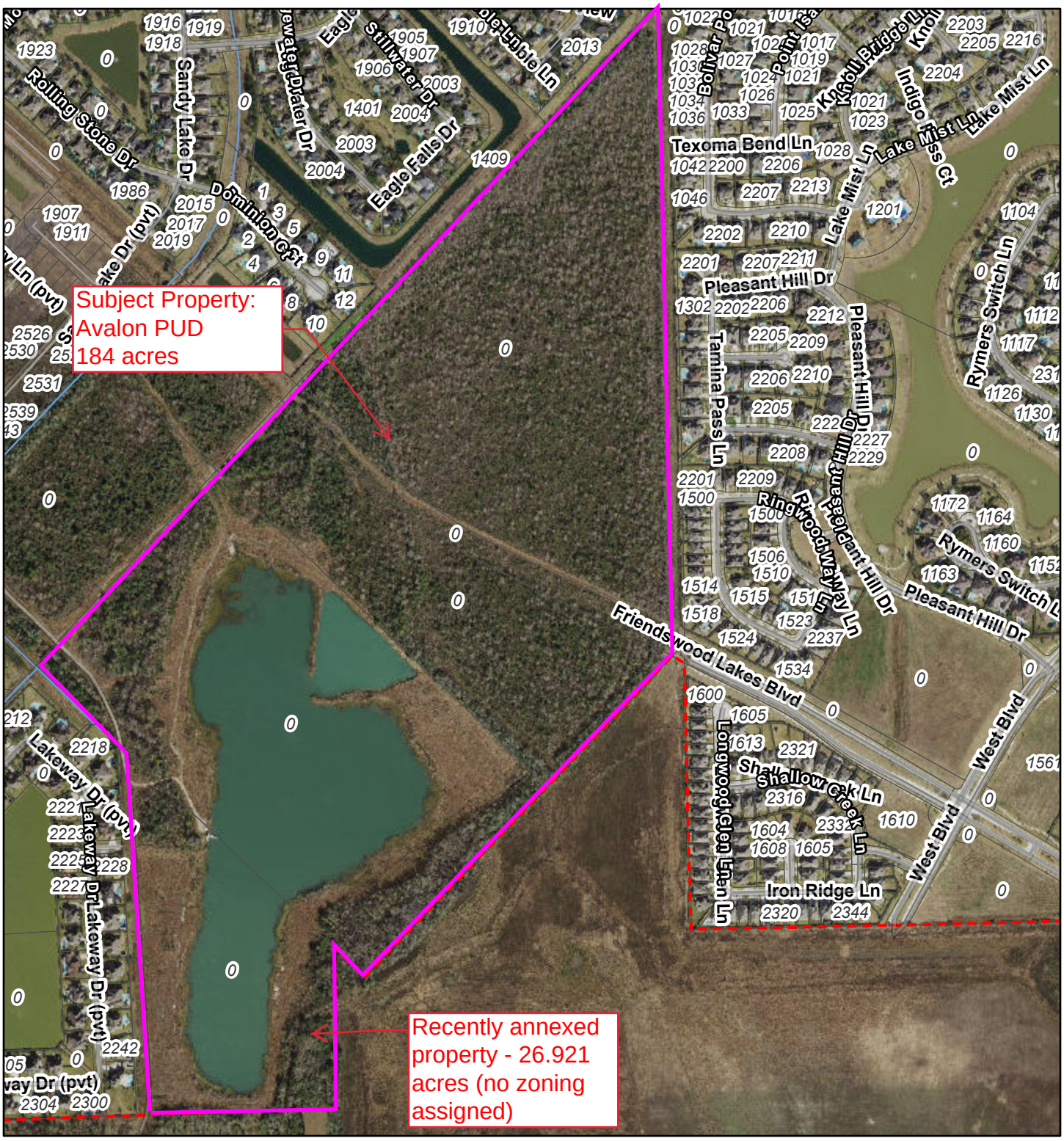
The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900

Michael D. Wilson, R.P.L.S.
Registration No. 4821

08/03/18



ArcGIS Web Map



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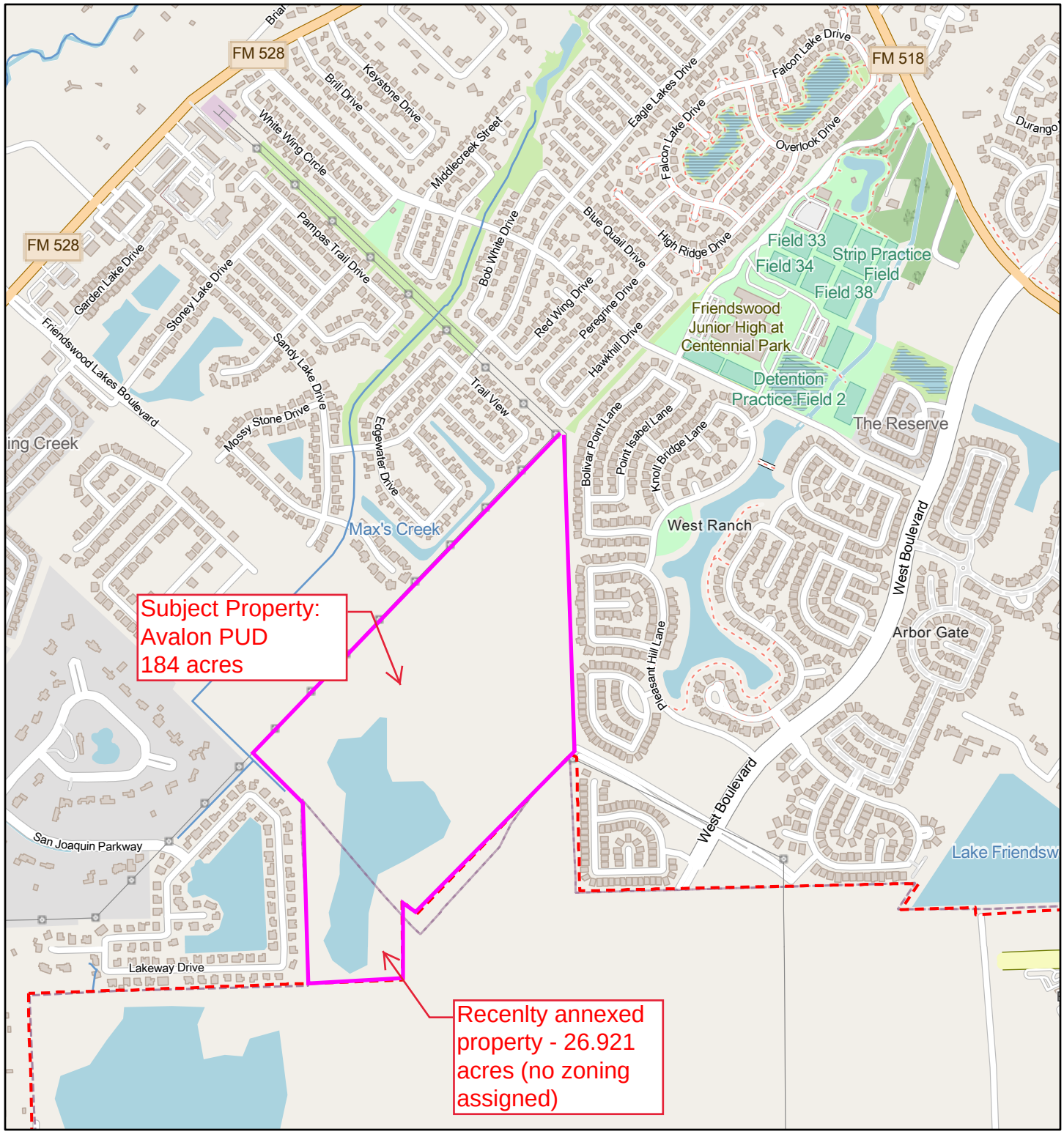
- City Limits
- Streets
- Parcels
- All Linear Water Features

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web AppBuilder
Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau

ArcGIS Web Map



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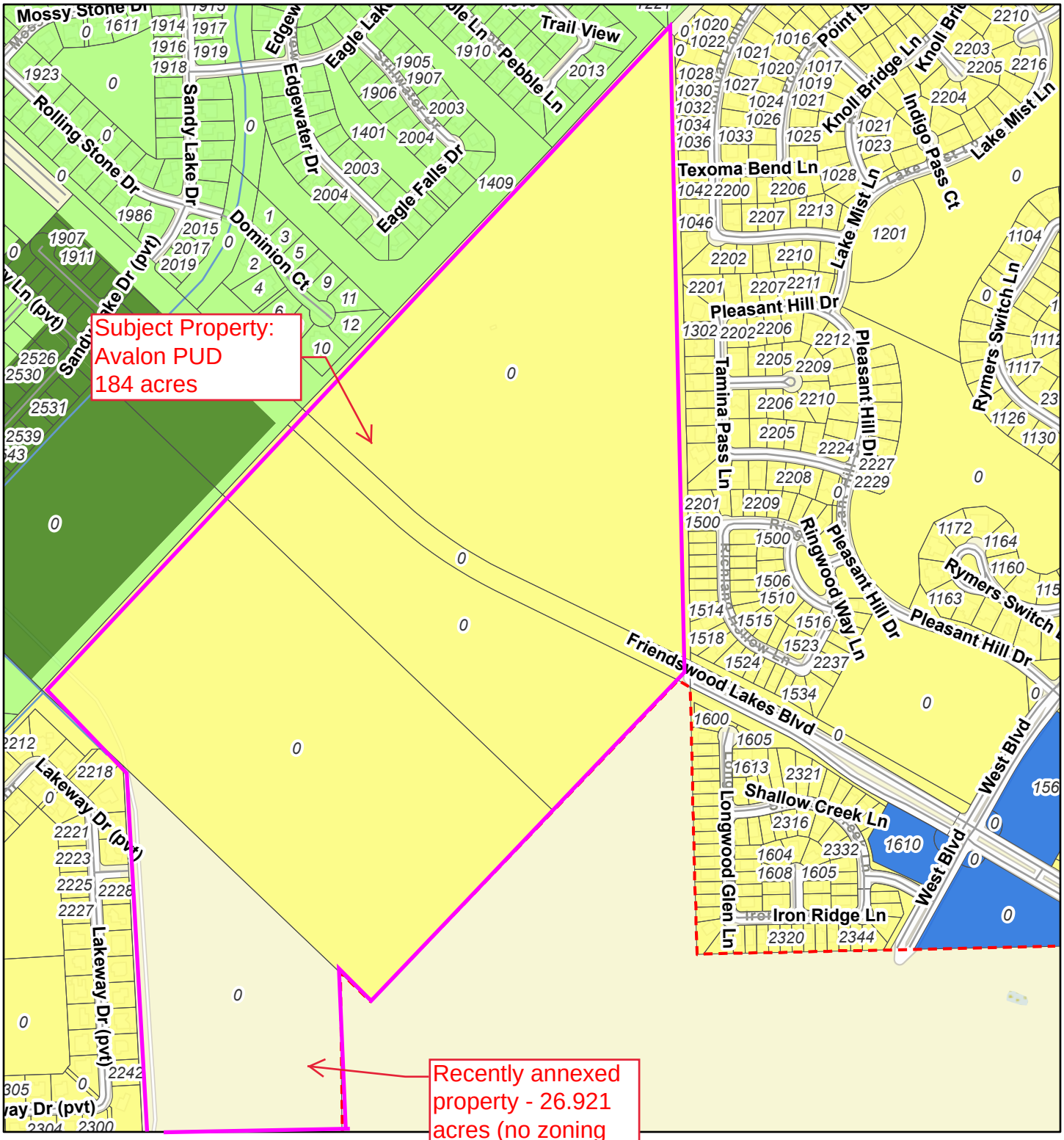
City Limits

All Linear Water Features

Map data © OpenStreetMap contributors, Microsoft, Esri Community Maps contributors, Map layer by Esri

ArcGIS Web AppBuilder
Map data © OpenStreetMap contributors, Microsoft, Esri Community Maps contributors, Map layer by Esri

ArcGIS Web Map



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City Limits

Streets

Parcels

All Linear Water Features

Zoning of Parcels

CSC

MFR-GHD

PUD

SFR

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau

EXHIBIT “B”

1. Avalon at Friendswood PUD

AVALON AT FRIENDSWOOD

PLANNED UNIT DEVELOPMENT

AMENDMENT NO. 1

± 184.0 Acres

Prepared For:

Taylor Morrison

PREPARED BY:

META
PLANNING + DESIGN

24275 Katy Freeway, Suite 200
Katy, TX 77494

APPROVED: May 2019 (Ordinance 2019-11)
AMENDED: August 2019 (Ordinance 2019-37)
AMENDED: July 2021

TABLE OF CONTENTS

I. Introduction
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- b. Location and Existing Conditions

II. Project Description
- a. Character of Community
- b. Land Use
- c. Permitted Uses

III. Development Guidelines
- a. Residential Development Regulations
- b. Signage
- c. Amenities/Open Space
- d. Phasing/Development Schedule

IV. Exhibits
- a. Area Map
- b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential development**.** This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a ± 184 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and a portion lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. A change of lots and/or lot size of up to ten percent (10%) will be permitted with staff approval. Any change over ten percent (10%) will require City Council approval. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

III. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations -
    1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)		Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots
    1. A drainage maintenance easement will be established along the rear of the lots for the required maintenance berm of the pond. Buildings and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.
3) Cul de Sacs and knuckles
    1. Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
    2. Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
        a. Adequate water pressure for potable water needs and firefighting capabilities shall be provided

4) Points of Access
    1. Any development over seventy-five (75) lots must have two points of access.
        a. A second point of access may be provided thru the following methods
            i. Public or private right of way
            ii. Boulevard entrance
            iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
5) Gated Development
    1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4’ x 8’ vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
2) Neighborhood monumentation
    a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 40% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 49.8
Easements	+/- 12.2
Landscape/Open Space	+/- 10.9
TOTAL	+/- 72.9

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 4 phases. The initial phase will consist of approximately 105 lots (Section 1) and will be located south of Friendswood Lakes Blvd. Phase two will include approximately 65-70 lots (Section 2) and will be made up of the remainder of the lots south of Friendswood Lakes Blvd. Phase 3 will include approximately 100-105 lots located around the small lake north of Friendswood Lakes Blvd. Phase 4 will consist of the remaining lots on the northern most portion of the property. It will be made up of approximately 20-25 lots. It is proposed that there will be approximately 295 total lots within the 4 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development. All platting will be in compliance with the access requirements of the Subdivision Ordinance and International Fire Code.

IV. EXHIBITS

Exhibit A – Area Map
Exhibit B – Conceptual Development Plan

META PLANNING + DESIGN
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EXHIBIT A

an exhibit for

AVALON AT FRIENDSWOOD

±184.0 ACRES OF LAND

prepared for

TAYLOR MORRISON

META PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
MAY 26, 2021

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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META PLANNING + DESIGN

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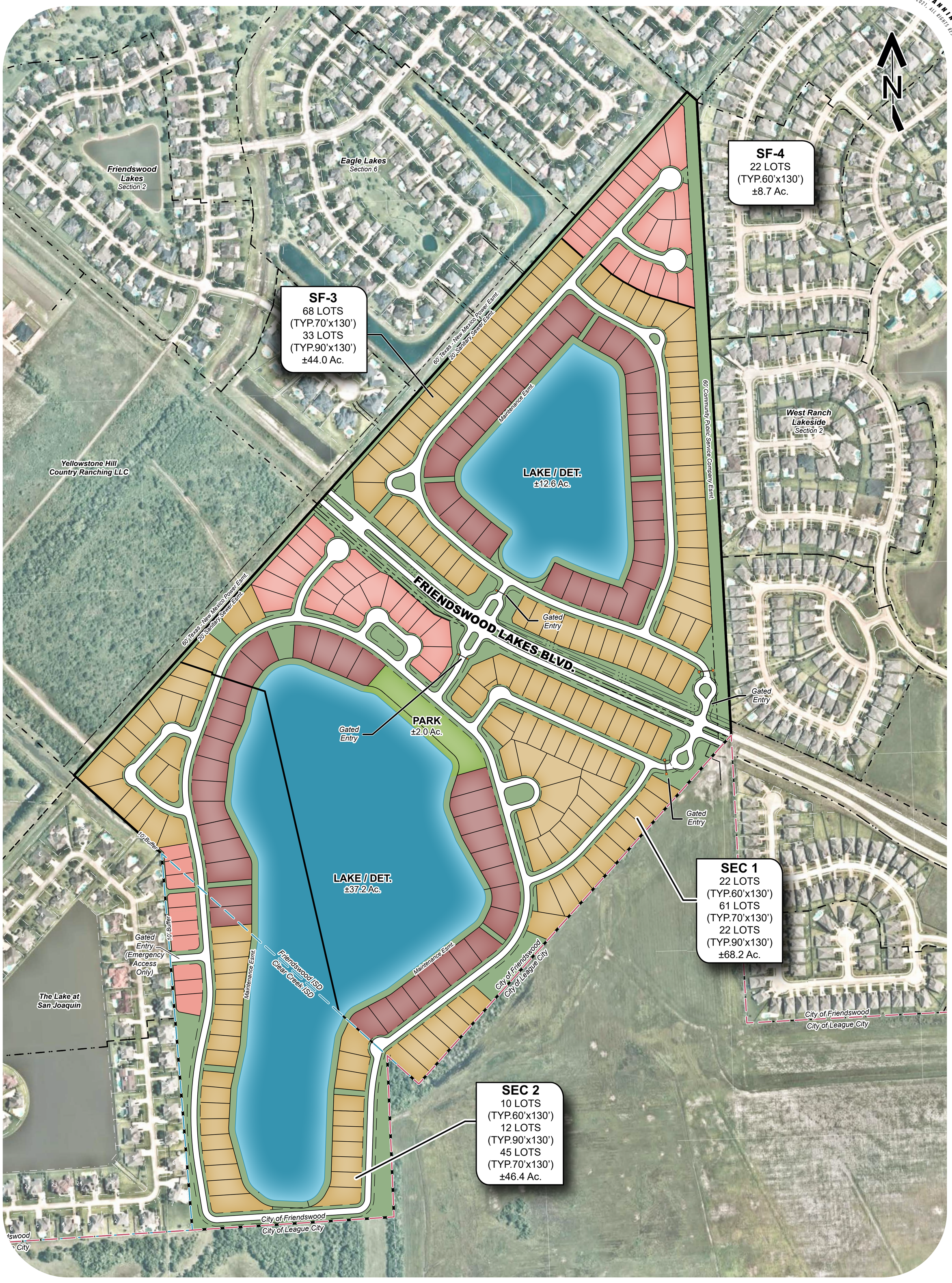

LOT SUMMARY

	60'x130'	54 LOTS	19%
	70'x130'	174 LOTS	59%
	90'x130'	67 LOTS	22%
TOTAL		**295 LOTS**	

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EXHIBIT B

a schematic development plan for

AVALON AT FRIENDSWOOD

±184.0 ACRES OF LAND

prepared for

TAYLOR MORRISON

META PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
MAY 29, 2021

META PLANNING + DESIGN

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/02/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Friendswood High School is already located at the site. Over the years, the existing buildings and sports facilities have been renovated and expanded in order to facilitate the needs of the students and the school district. The Natatorium was constructed in 2009. The District acquired seven residential lots between Falling Leaf Drive and Mustang Drive to provide more land for expansion. In 2020, voters approved a bond for the district and part of that bond program included changes to the high school campus including: a new performing arts center (auditorium), renovation of the existing auditorium and fine arts wing, renovation of existing CTE spaces, new competition gym with storage and locker rooms, existing locker room renovations, and reconfigure and add athletic field space. The current zoning of Single Family Residential (SFR) allows NAICS Use #6111 Elementary and Secondary Schools with a Specific Use Permit (SUP).

P&Z Recommendation items 1 and 2 were incorporated into the proposed site and landscape plans.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies 800 Greenbriar as "Public" and the remainder of the tracts as "Low Density Residential;" however the 2021 Draft of the Future Land Use Map identifies all of the property intended for "Public and Semi-Public" use.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the requested Specific Use Permit (SUP) for 54.805 acres, for Friendswood High School with the following conditions:

1. Correct fence note on site plan to ensure that an 8-foot opaque fence is constructed along the property line adjacent to 1011 Falling Leaf and 1010 Mustang Drive where the new athletic fields will be constructed.
2. Move the proposed soccer field a minimum of 40 feet towards Pride Drive away from 1011 Falling Leaf, as agreed in the meeting
3. Consider constructing sidewalks along Falling Leaf.
4. Consider swapping the location of the soccer field and the shot put and discus landing areas to allow more room between the soccer goal and the residential property.

See attached P&Z Recommendation Memo for full recommendation.

ATTACHMENTS

1. Application_FISD High School SUP
2. FHS Deeds
3. FHS metes and bounds and plats
4. Aerial Map_702 Greenbriar Dr
5. Location Map_702 Greenbriar Dr
6. Zoning Map_702 Greenbriar Dr
7. Rezoning Report FHS SUP Aug 2021
8. PZ Recommendation Memo FHS SUP 08-27-2021
9. Proposed Friendswood High School SUP (with changes per P&Z Recommendation)
10. Property Owner Notices 200' Buffer
11. Zone change sign posted

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

City of Friendswood
JUL 26 2021
Received by: BB

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☒ Specific Use Permit Option 2

SUP for Use(s) #: (011)

PROPERTY IDENTIFICATION:

Address: 702 GREENBRIAR Drive Friendswood, Texas 77546

Platted Land – Plat Name: Final Plat of Friendswood High School Expansion Brenham Estates Lot: 1 Block: 1
Lots: 2-4 & 6-9, Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Friendswood Independent School District Phone: 281-482-1267

Owner's Mailing Address: 302 Laurel Drive

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: EKREITER@FISD12.NET

AGENT'S NAME : ROBERT MOHLER (PBK) Phone: 713.965.0608

Agent's Mailing Address: 11 GREENWAY PLAZA, 22 ND FLOOR

City: HOUSTON State: TX Zip: 77046 Fax: 713.961.4571

Agent's Email Address: ROBERT.MOHLER@PBK.COM

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature _____ Date: 7/23/2021

Agent's Signature: _____ Date: 7/23/2021

Received By: Becky Bennett	Application Number: PLAN-2021-0041
Date of Public Hearing: 8.26.21, 9.13.21	Received Date: 7.26.2021
Property Owner Notices: 8.13.2021	Newspaper Notice: 8.4.2021
	Sign on Property: 8.13.2021

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☑ Application Fee of $300 (PUD $500)
(Changes in/to Downtown District may be eligible for fee waiver)

☑ Current Deed of Record

☑ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

THE STATE OF TEXAS)

COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS:

27416

THAT I, CECIL BROWN, doing business as Brown Investment Company, of Galveston County, Texas, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, cash to Cecil Brown, dba Brown Investment Company, in hand paid by the Friendswood Independent School District, the receipt of which is hereby acknowledged, have GRANTED SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said Friendswood Independent School District, of Galveston County, Texas, the following described tract or parcel of land, lying and being situated in Galveston County, Texas, to-wit:

DEED BOOK 1835 PAGE 6

A part of Lots 1, 2, 3 and 4 in Block "H" Central Park, a Subdivision in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, according to map thereof recorded in Vol. 105, Page 151, in the office of the County Clerk of Galveston County, Texas and based on a survey by C. C. Washington, former Galveston County Surveyor, in 1937 of said Block "H", and being more fully described by metes and bounds as follows:

Commencing at the East corner of Lot 2, Block "H" of Central Park, a subdivision in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, said commencing point, for the purposes of this description being the intersection point of the Southwest right-of-way line of a Northwest-Southeast 40 foot road with the Northwest right-of-way line of a Northeast-Southwest 40 foot road, said roads being shown on the plat of said Central Park, recorded in the Office of the County Clerk of Galveston County, Texas, in Volume 105, Page 151;

THENCE, South 45 deg. 00 min. West, along the Northwest Right-of-way line of said NE-SW 40 foot road and along the Southeast line of said Lot 2, a distance of 10 feet to a 1-1/2 inch iron pipe for the beginning point of the tract herein described;

THENCE, from said beginning point, continuing South 45 deg. 00 min. West along the Northwest right-of-way line of said NE-SW 40 foot road and along the Southeast line of said Lot 2 and of Lot 4 of the same Block "H", at 965.25 feet, passing the South corner of said Lot 2 which is the East corner of said Lot 4, and continuing for a total distance of 1684.9 feet to a one inch pipe set at a fence corner;

THENCE North 45 deg 05 min. 48 sec. West, along a fence line, at 862.6 feet crossing the common line of Lots 4 and 3 of said

Block "H", said line being the Northwest line of said Lot 4 and the Southeast line of said Lot 3, and continuing for a total distance of 1067.5 feet to a one inch pipe for corner;

THENCE, North 45 deg 00 min. East, parallel to the Southeast line of Lots 3 and 1 of said Block "H", at 721.45 feet, crossing the common line of said Lots 3 and 1, said line being the Northeast line of said Lot 3 and the Southwest line of said Lot 1 and continuing for a total distance of 1686.7 feet to a one inch pipe for corner;

THENCE South 45 deg 00 min. East, 10 feet perpendicularly distant Southwest from and parallel to the Northeast line of said Lots 1 and 2, and along the Southwest line of what is now a 60 foot road, at 204.9 feet, crossing the Southeast line of said Lot 1 and the Northwest line of said Lot 2, and continuing for a total distance of 1067.5 feet to the place of beginning and containing 41.558 acres, more or less, and being all out of Block "H" of said Central Park.

This conveyance is encumbered by an oil pipe line right-of-way to Humble Pipe Line Company, recorded in Volume 591, . page 550, in the offices of the County Clerk of Galveston County, Texas, and located on the plat prepared by Paul A. Milligan, December 14, 1966.

There is dedicated by this conveyance a strip of land 80 feet wide along the full length of the Northwest side of the above described property for public road purposes. One-half of said public road, or 1.558 acres, is donated by Cecil Brown, doing business as Brown Investment Company, but included in this conveyance. Friendswood Independent School District joins in this conveyance for the purpose of evidencing its dedication of the other one-half of said public road abovementioned.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Friendswood Independent School District, their successors and assigns, forever; and I, Cecil Brown, doing business as Brown Investment Company , do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Friendswood Independent School District, their successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

WITNESS OUR HANDS, this the 1st day of January, 1967.

Cecil Brown

Cecil Brown, dba
BROWN INVESTMENT COMPANY

DEED
BOOK 1835 PAGE 7

ATTEST:

Percy Hurt, Sec.

C. W. Cline, President
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

DEED
BOOK 1835 PAGE 8

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, a Notary Public in and for Galveston County, Texas, on this day personally appeared Cecil Brown, doing business as Brown Investment Company, known to me to be the person whose name is subscribed to the foregoinginstrument, and acknowledged to me that he executed the same for the purposes and consideration therein expres sed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of January, A. D. 1967.

Marguerite Obenhaus
Notary Public in and for Galveston County, Texas

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, a Notary Public in and for Galveston County, Texas , on this day personally appeared C. W. Cline, president Friendswood Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of January, A. D. 1967.

Alvis Odell
Notary Public in and for Galveston County, Texas.



FILED FOR RECORD
at 2:25 o'clock P M
JAN 23 1967
GERTRUDE McKENNA
CLERK CO. CT. GALVESTON COUNTY, TEXAS
By Helen Bryant Deputy

STATE OF TEXAS COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.

JAN 23 1967

COUNTY CLERK, Galveston County, Texas

DEED
BOOK 1835 PAGE 9

Stewart/Lovelace
97207137-9

GAL 9803814 3 PGS

012-30-1786

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON *

That **JACO FAMILY TRUST** of Galveston County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor cash in hand paid by **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**, hereinafter called Grantee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee of 302 Lauren Drive, Friendswood, Galveston County, Texas 77546, all that certain property situated in Galveston County, Texas, described as follows, to-wit:

A tract or parcel of land out of Lot Three (3), in Block "H", of CENTRAL PARK, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Voleume 105, Page 151, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the North corner of Block "H" of Central Park, said commencing point for the purposes of this description being the intersection of the Southwest right-of-way line of a Northeast-Southeast (40) foot road, said roads being shown on the plat of said Central Park;

THENCE South 45 degrees 00 minutes West, along the Northwest line of said Block "H", a distance of 1324.60 feet;

THENCE South 45 degrees 00 minutes East, parallel to the Northeast line of said Block "H", a distance of 10.00 feet to the PLACE OF BEGINNING of the tract herein described;

THENCE South 45 degrees 00 minutes East, parallel to the Northeast line of said Block "H", a distance of 647.70 feet to a 1/2 inch iron rod found for corner;

THENCE South 45 degrees 00 minutes West, parallel to the Northwest line of said Block "H", a distance of 370.13 (called 372.10) feet to a 1/2 inch iron rod found for corner;

THENCE North 45 degrees 05 minutes 18 seconds West, a distance of 427.59 feet to a 1/2 inch iron rod found for corner;

THENCE North 10 degrees 49 minutes 15 seconds West, a distance of 265.785 feet to a 5/8 inch iron rod found for corner;

THENCE North 45 degrees 00 minutes East, a distance of 221.32 feet to the PLACE OF BEGINNING.

This conveyance is made and accepted subject to all restrictions, easements, rights-of-way, oil, gas and mineral leases and royalty and mineral conveyances and reservations of record, if any, in the Office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors, administrators, heirs and assigns forever, and Grantor does hereby bind itself, its successors and assigns, heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors, administrators, heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Whenever the context or construction of this document so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely; and, in addition thereto, shall encompass all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective parties named herein, and shall be binding upon and inure to the benefit of not only said parties but also their respective heirs, executors, administrators, successors and assigns.

WITNESS THE EXECUTION HEREOF this 29 day of Jan., 1998.

JACO FAMILY TRUST

BY: Sandra M. Jaco Trustee
Sandra M. Jaco, Trustee

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 29 day of Jan., 1998, before me, the undersigned Notary Public, personally appeared Sandra M. Jaco, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his/her capacity as Trustee of **Jaco Family Trust** and acknowledged that he/she executed the same for the purpose contained therein on behalf of said **Jaco Family Trust.**

Notary Public, State of Texas

MONICA LOVELAND
Notary Public, State of Texas
My Commission Expires
AUGUST 2, 1998

After recording, return to:
Grantee's Address
Friendswood I.S.D.
302 Laurel Drive
Friendswood, TX 77546

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

1-30-98 11:18 AM 9803814
GULIS_M $13.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

Sale

CHICAGO TITLE
GF 227904 PAG/CL

GAL 98468822 3 PGS

012-95-0976

WARRANTY DEED

Date: JULY 29, 1998

Grantor: BRENCO DEVELOPMENT, INC., a Texas corporation

Grantor's Mailing Address (including county):

P. O. BOX 57881
WEBSTER, HARRIS COUNTY, TEXAS 77598-7881

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address (including county):

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
302 LAUREL
FRIENDSWOOD, TEXAS 77546

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, cash, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots One (1) and Five (5) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; taxes for 1998, the payment of which Grantee assumes.

Grantee shall erect and at all times maintain adequate screening (minimum six foot (6') cedar fence) between the property and the adjoining Lots Two (2) and Six (6) of Brenham Estates.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

BRENCO DEVELOPMENT, INC.

BY: Brenda J. Ham, President

ACCEPTED:

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

BY: John S. Stanfield
JOHN S. STANFIELD, PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by Brenda J. Ham, PRES of BRENCO DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:

PHYLLIS GRIFFIN
MY COMMISSION EXPIRES
May 15, 2002

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by John S. Stanfield, Pres. of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:

FOLLOWING RECORIDNG RETURN TO:
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
ATTENTION: JOHN S. STANFIELD
PRESIDENT
302 LAUREL
FRIENDSWOOD, TEXAS 77546

012-95-0978

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

9-22-98 10:40 AM 9846822
PACH_A $11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

CHICAGO TITLE - CL
OF 227904PG

GRC 9842224 J P95

012-88-1941

WARRANTY DEED

Date: JULY 29, 1998

Grantor: BRENCO DEVELOPMENT, INC., a Texas corporation

Grantor's Mailing Address (including county):

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address (including county):

302 LAUREL DR.
Friendswood, Tx 77546
ATT:N Curtis Wilson

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, cash, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots One (1) and Five (5) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; taxes for 1998, the payment of which Grantee assumes.

Grantee shall erect and at all times maintain adequate screening (minimum six foot (6') cedar fence) between the property and the adjoining Lots Two (2) and Six (6) of Brenham Estates.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

BRENCO DEVELOPMENT, INC.

BY: Brenda J. Ham, President
Brenda J. Ham, Pres.

ACCEPTED:

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

BY: John S. Stanfield
John S. Stanfield, Pres.

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by Brenda J. Ham, Pres of BRENCO DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:

PHYLLIS GRIFFIN
MY COMMISSION EXPIRES
May 15, 2002

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by John S. Stanfield, Pres of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:

PHYLLIS GRIFFIN
MY COMMISSION EXPIRES
May 15, 2002

CHICAGO TITLE INSURANCE CO.
16511 SPACE CENTER BLVD. STE 103
HOUSTON TX. 77059

012-88-1943

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

8-28-98 10:15 AM 9842224
NASCH_T $11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: ~~April~~ May 1, 2013

Grantor: RAYMOND J. KRAJCA and JULIANA M. KRAJCA, husband and wife

Grantor's Mailing Address (including county):

1608 White Wing Circle
Friendswood, Texas 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Lot Two (2), of Final Plat of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Record 18, Map No. 601, of the Plat Records of Galveston County, Texas.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

ATH / 3030380

FILED BY
ALAMO TITLE COMPANY

When the context requires, singular nouns and pronouns include the plural.

RAYMOND J. KRAJCA

JULIANA M. KRAJCA

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15th day of ~~April~~ May, 2013, by RAYMOND J. KRAJCA.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 1 day of ~~April~~ May, 2013, by JULIANA M. KRAJCA.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

Return to:
302 Laurel
Friendswood, Tx 77546
Attn: Patricia Hanks

(H:\kn\titleco\Apr13\22-13030380-GH)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

2013 May 09 12:36 PM Fee: $ 20.00
2013028821
DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: November 7, 2019

Grantor: PAUL DOUGLAS HAHN and TINA M. HAHN, husband and wife

Grantor's Mailing Address (including county):
1101 Falling Leaf Dr.
Friendswood, Texas 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Lot Three (3), Final Plat of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Records 18, Map Number 601, Galveston County Map Records of Galveston County, Texas.

Reservations from and exceptions to Conveyance and Warranty:

Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's

FILED BY ATCH 19092373
ALAMO TITLE COMPANY
(HOUSTON)

heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this General Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this General Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OR TITLE EXPRESSLY SET FORTH HEREIN.

Paul Douglas Hahn

PAUL DOUGLAS HAHN

TINA M. HAHN

AGREED TO AND ACCEPTED BY:

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By:_____
Name: THAD ROHER
Title: Superintendent

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by PAUL DOUGLAS HAHN.

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

GLENNIE E. HEFNER
Notary Public, State of Texas
Comm. Expires 05-09-2020
Notary ID 2187118

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by TINA M. HAHN.

GLENNIE E. HEFNER
Notary Public, State of Texas
Comm. Expires 05-09-2020
Notary ID 2187118

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by THAD ROHER, Superintendent of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of said school district.

GLENNIE E. HEFNER
Notary Public, State of Texas
Comm. Expires 05-09-2020
Notary ID 2187118

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

(H:\jkm\titleco\Nov19\22-19092373-GH)

FILED AND RECORDED

Instrument Number: *2019061962*

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 11/08/2019 12:32PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: August 31, 2017

Grantor: Brenda J. Ham

Grantor's Mailing Address: 1616 Centolani St.
League City, TX 77573

Grantee: Friendwood ISD

Grantee's Mailing Address: 302 Laurel Dr.
Friendswood, TX 77546

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

Lot Four (4) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

STEWART TITLE
17167038571 / DA/178

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

BRENDA J. HAM

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 31 day of Aug., 2017, before me, the undersigned Notary Public, personally appeared **Brenda J. Ham**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.



Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: *2017053236*

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 09/01/2017 3:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: November 20, 2014

Grantor: ERIC D. SCHULTZ and P. SUSAN SCHULTZ, husband and wife

Grantor's Mailing Address (including county):

1108 Mustang Dr.
Friendswood, TX. 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546-3923

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Lot Six (6), in Block One (1) of FINAL PLAT of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Records 18, Map Number 601, of the Map Records of Galveston County, Texas.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the Property. Taxes for the current year have been prorated to date of closing.

ATCH1404 5831

FILED BY
ALAMO TITLE COMPANY

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION.

ERIC D. SCHULTZ

P. SUSAN SCHULTZ

AGREED TO AND ACCEPTED BY:

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By: Patricia Hanks
Name: PATRICIA HANKS
Title: Superintendent

THE STATE OF TEXAS {}
COUNTY OF ~~HARRIS~~ Galveston {}

This instrument was acknowledged before me on the 21st day of November, 2014, by ERIC D. SCHULTZ.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}
COUNTY OF ~~HARRIS~~ Galveston {}

This instrument was acknowledged before me on the 21st day of November, 2014, by P. SUSAN SCHULTZ.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}
COUNTY OF Galveston {}

This instrument was acknowledged before me on the 20th day of November, 2014, by PATRICIA HANKS, Superintendent of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

Return to:

Friendswood ISD
Attn: Patricia Hanks
302 Laurel
Friendswood, TX. 77546

(H:\ns\title\co\November 2014\22-14045831-GH)

FILED AND RECORDED

Instrument Number: *2014067068*

Recording Fee: 34.00

Number Of Pages: 4

Filing and Recording Date: 11/24/2014 12:46PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Reserved for Recording Office:

After Recording, Return To:

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: December 19, 2019

GRANTOR: **EDWIN HUNTER HARRIS, III AND KERRY A. HARRIS, HUSBAND AND WIFE**

GRANTOR'S ADDRESS (including county): 1102 Mustang Drive, Friendswood, Galveston County, TX 77546

GRANTEE: **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**

GRANTEE'S ADDRESS (including county): 302 Laurel, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Lot 7, of FINAL PLAT OF BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral

CHICAGO TITLE
GF CTT 5716096

severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EDWIN HUNTER HARRIS, III

KERRY A. HARRIS

STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on this the 19 day of December, 2019, by Edwin Hunter Harris, III and Kerry A. Harris, husband and wife.

SUSAN CAROL WAGERS
My Notary ID # 2746664
Expires March 9, 2023

Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: *2019070174*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 12/20/2019 10:06AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY AND ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: March 9th, 2018

Grantor: David Branham and Laurie Branham

Grantee: Friendswood Independent School District

Grantee's Mailing Address:

302 Laurel Drive
Friendswood, TX 77546

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

Lot 8, BRENHAM ESTATES, according to the map or plat thereof, recorded in Volume 18, Page 601, Map Records, Galveston County, Texas.

Reservations from Conveyance:

NONE

Exceptions to Conveyance and Warranty:

The conveyance is made and accepted subject to any and all Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

David Branham

Laurie Branham

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 9 day of March, 2018 by David Branham and Laurie Branham.

Notary Public, State of Texas

D. WILSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
MARCH 4, 2020
NOTARY ID: 10458649

After Recording, Return To:

302 Laurel Drive
Friendswood, TX 77546

FILED AND RECORDED

Instrument Number: *2018018027*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 03/28/2018 1:28PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Reserved for Recording Office:

After Recording, Return To:

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: November 15, 2019

GRANTOR: **ROGER ALAN STANFIELD, JR. AND WIFE, BONNIE ELIZABETH STANFIELD**

GRANTOR'S ADDRESS (including county): 1014 Mustang Drive, Friendswood, Galveston County, TX 77546

GRANTEE: **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**

GRANTEE'S ADDRESS (including county): 1014 Mustang Drive, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Lot Nine (9), of FINAL PLAT OF BRENHAM ESTATES, an addition in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral

CHICAGO TITLE
GF# CTT19114083

severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

ROGER ALAN STANFIELD, JR.

BONNIE ELIZABETH STANFIELD

STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on this the 15 day of November, 2019, by Roger Alan Stanfield, Jr. and wife, Bonnie Elizabeth Stanfield.

SUSAN CAROL MAGERS
My Notary ID # 2748634
Expires March 8, 2023

Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: *2019063576*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 11/18/2019 2:59PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

39.166 ACRES
1,706,071 SQUARE FEET
SARAH McKISSICK SURVEY
ABSTRACT NO. 151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 39.166 acre (1,706,071 square foot) tract of land located in the Sarah McKissick Survey, Abstract Number 151, City of Friendswood, Galveston County, Texas and said 39.166 acre tract of land being the remainder of a called 41.558 acre tract described in the deed to Friendswood Independent School District recorded under Book 1835, Page 6 of the Galveston County Deed Records (G.C.D.R.), said 39.166 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "CL Davis" found marking the south corner of the intersection of southeasterly Right-of-Way (R.O.W.) line of Mustang Road (based on a width of 80 feet) recorded under Volume (Vol.) 1835, Page (Pg.) 6, G.C.D.R. and the southwesterly R.O.W. line of Greenbriar Drive (based on a width of 70 feet) recorded under Book 105, Pg. 151, Galveston County Map Records (G.C.M.R.) and being the most easterly north corner of the herein described tract;

THENCE, South 48 degrees 16 minutes 17 seconds East, departing the southeasterly R.O.W. line of said Mustang Road and along the southwesterly R.O.W. line of said Greenbriar Drive, a distance of 988.10 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the west corner of the intersection of the southwesterly R.O.W. line of said Greenbriar Drive and the northwesterly R.O.W. line of West Castlewood Avenue (based on a variable width) recorded under Vol. 15, Pg. 119, G.C.M.R. and the east corner of the herein described tract;

THENCE, South 41 degrees 28 minutes 32 seconds West, departing the southwesterly R.O.W. line of said Greenbriar Drive and along the northwesterly R.O.W. line of said West Castlewood Avenue, a distance of 102.18 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the beginning of a non-tangent curve to the left in the southeasterly line of the herein described tract;

THENCE, in a southerly direction, along said curve to the left, continuing along the northwesterly R.O.W. line of said West Castlewood Avenue, having a radius of 235.00 feet, a central angle of 21 degrees 07 minutes 18 seconds (chord bears South 13 degrees 48 minutes 25 seconds West, 86.14 feet, and an arc distance of 86.23 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set in the northwesterly R.O.W. line of said West Castlewood Avenue and marking the north corner of Reserve "A", Wilderness Trails, a subdivision recorded under Vol. 15, Pg. 119, G.C.M.R. and an angle in the southeasterly line of the herein described tract;

THENCE, South 41 degrees 28 minutes 32 seconds West, departing the northwesterly R.O.W. line of said West Castlewood Avenue and along the northwesterly line of said Wilderness Trails, a distance of 1,504.53 feet, to a 5/8-inch iron rod found in the northeasterly line of Lot 64, Block 3, Wilderness Trails Section III, a subdivision recorded under Vol. 18, Pg. 293, G.C.M.R. and marking the most northerly west corner of Lot 14, said Wilderness Trails and the south corner of the herein described tract;

THENCE, North 48 degrees 12 minutes 20 seconds West, along the northeasterly line of said Wilderness Trails Section III, a distance of 40.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking an angle in the northeasterly line of said Wilderness Trails Section III and the southeasterly line of herein described tract;

THENCE, North 48 degrees 20 minutes 40 seconds West, continuing along the northeasterly line of said Wilderness Trails Section III, a distance of 451.33 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the south corner of the called 0.5739 acre tract described in deed to City of Friendswood recorded under Galveston County Clerk's File Numbers (G.C.C.F. No.) 8457504 and 8507123 and an exterior corner of the herein described tract;

THENCE, North 41 degrees 39 minutes 20 seconds East, departing the northeasterly line of said Wilderness Trails Section III and along the southwesterly line of said called 0.5739 acre tract, a distance of 100.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the east corner of said called 0.5739 acre tract and an interior corner of the herein described tract;

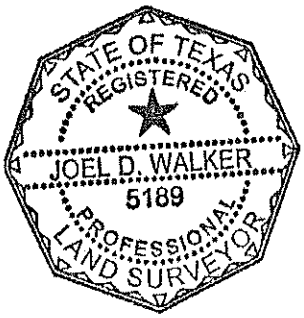
THENCE, North 48 degrees 20 minutes 40 seconds West, along the northeasterly line of said called 0.5739 acre tract, a distance of 250.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the north corner of said called 0.5739 acre tract and an interior corner of the herein described tract;

THENCE, South 41 degrees 39 minutes 20 seconds West, along the northwesterly line of said called 0.5739 acre tract, a distance of 100.00 feet, to the northeasterly line of Lot 24, Block 3, aforesaid Wilderness Trails Section III, and the west corner of said called 0.5739 acre tract and an exterior corner of the herein described tract, from which a 5/8-inch iron rod found bears, North 44 degrees 54 minutes East, 0.39 feet;

THENCE, North 48 degrees 20 minutes 40 seconds West, along the northeasterly line of said Wilderness Trails Section III, a distance of 294.19 feet, to the south corner of Lot 1, Block 1, Final Plat of Friendswood High School Expansion, a subdivision recorded under Vol. 18, Pg. 990, G.C.M.R. and the west corner of the herein described tract;

THENCE, North 41 degrees 43 minutes 41 seconds East, along the southeasterly line of said Lot 1, Block 1, Final Plat of Friendswood High School Expansion passing at a distance of 370.70, the most easterly southwest corner of said Lot 1, Block 1, Final Plat of Friendswood High School Expansion and the south corner of aforesaid Mustang Road, continuing along the southeaster R.O.W. line of said Mustang Road a total distance of 1,684.04 feet, to the POINT OF BEGINNING and containing a computed area of 39.166 acre (1,706,071 square foot) of land.

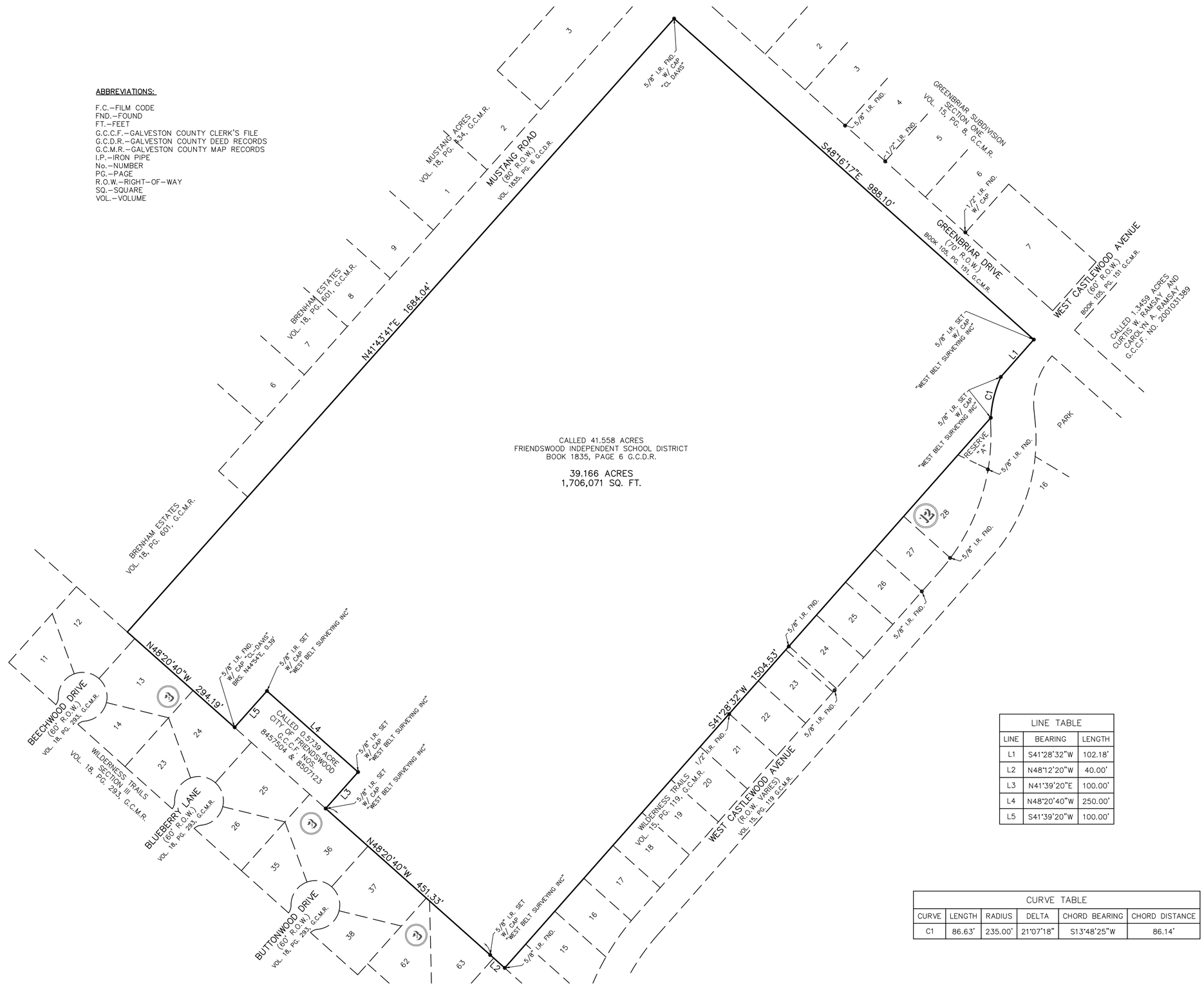
West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



Joel D. Walker Date: 7/21/21
Texas Registration No. 5189
Revised: 7/30/21

ABBREVIATIONS:

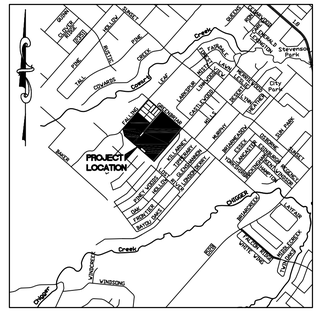
F.C.–FILM CODE
FND.–FOUND
FT.–FEET
G.C.C.F.–GALVESTON COUNTY CLERK'S FILE
G.C.D.R.–GALVESTON COUNTY DEED RECORDS
G.C.M.R.–GALVESTON COUNTY MAP RECORDS
I.P.–IRON PIPE
No.–NUMBER
PG.–PAGE
R.O.W.–RIGHT–OF–WAY
SQ.–SQUARE
VOL.–VOLUME



LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°28'32"W	102.18'
L2	N48°12'20"W	40.00'
L3	N41°39'20"E	100.00'
L4	N48°20'40"W	250.00'
L5	S41°39'20"W	100.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	86.63'	235.00'	21°07'18"	S13°48'25"W	86.14'

VICINITY MAP



KEY MAP 656G
SCALE: 1" = 3000'

100 0 50 100 200
SCALE: 1"=100'

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

EXHIBIT

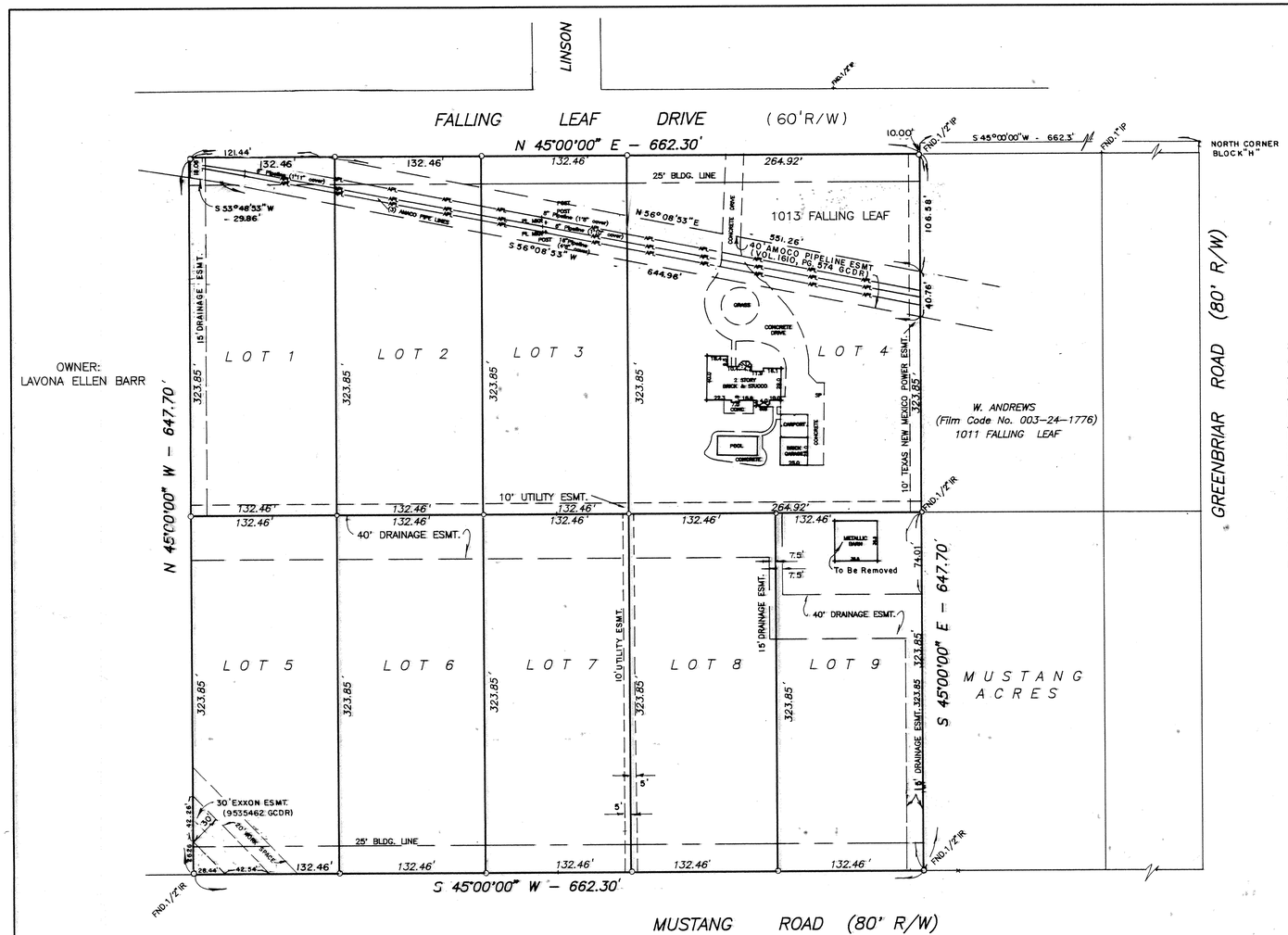
39.166 ACRES
OUT OF THE
SARAH MCKISSICK SURVEY,
ABSTRACT NO. 151
CITY OF FRIENDSWOOD,
GALVESTON COUNTY, TEXAS

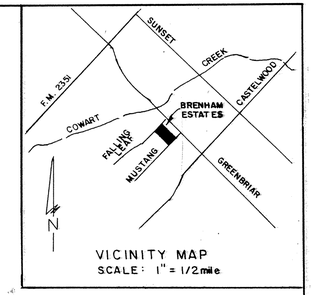
WEST BELT
SURVEYING, INC.
21029 PARK ROW
KATY, TX. 77449
PHONE: (281) 599-8288
FAX: (281) 492-6026
CERTIFIED FIRM NO. 10073800

NO.	DATE	REVISIONS	BY

DRAWN BY: AN	CHECKED BY:
SCALE: 1" = 100'	APPROVED BY: JDW
PROJECT NO. S371–0001B	DATE: AUGUST 6, 2021

06 Aug 2021 2:29PM AbrahimN
G:\sdsk\proj\S3710002A\DWG\EX080621_HS TRACT.dwg





VICINITY MAP
SCALE: 1" = 1/2 mile

60 0 60 120 180 Feet

STATE OF TEXAS
COUNTY OF GALVESTON

WE, BRENCO DEVELOPMENT COMPANY, ACTING BY AND THROUGH BRENDA HAM, PRESIDENT, OWNERS OF THE PROPERTY, SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF BRENHAM ESTATES DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, PRIVATE DRIVES (FIRE LANES), LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS BRENHAM ESTATES LOCATED IN THE SARAH McKISSICK LEAGUE, ABSTRACT 151, FRIENDSWOOD, GALVESTON COUNTY, TEXAS AND DEDICATE TO PUBLIC USE, AS SUCH THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

Brenda Ham
BRENDA HAM
PRESIDENT BRENCO DEVELOPMENT COMPANY

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BRENDA HAM PRESIDENT BRENCO DEVELOPMENT CO. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 23rd DAY OF June, 1995.

Carolyn M. Hines
NOTARY'S SIGNATURE

CAROLYN M. HINES
Notary Public, State of Texas
My Commission Expires 3-14-96

MY COMMISION EXPIRES:
3-14-96

STATE OF MINNESOTA
COUNTY OF HENNEPIN

WE, FBS Mortgage Corporation OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS BRENHAM ESTATES, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN CLERK'S FILE NO. 9539540 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY, TEXAS DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

FBS Mortgage Corporation, a Nevada Corporation
Jill Joslyn-Foss
Jill Joslyn-Foss
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF HENNEPIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, Jill Joslyn-Foss, Asst Sec KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF October, 1995.

Robert Lockhart
NOTARY'S SIGNATURE

MY COMMISION EXPIRES:
Jan 31, 2000

NOTES:

1. THERE ARE NO PIPELINE EASEMENTS ON SUBJECT PROPERTY EXCECPT AS SHOWN.
2. THIS TRACT LIES IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485468 0005 D, DATED JUNE 03, 1988. THIS STATEMENT IS BASED ON SCALING SAID TRACT ON THE ABOVE REFERENCED MAP.
3. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.
4. DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
5. DISTURBED AREAS AND DETENTION POND SHALL BE HYDRO-MULCH SEEDED OR SODDED.
6. GERMINATION IN SEEDED AREAS SHALL MEET OR EXCEED 95% PRIOR TO FINAL ACCEPTANCE.
7. MAINTENANCE OF THE DETENTION FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER.
8. CONTACT THE CLEAR CREEK DRAINAGE DISTRICT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR THE FINAL INSPECTION.
9. 4' WIDE SIDEWALKS WILL BE REQUIRED OF BUILDER ON EACH LOT AT TIME OF CONSTRUCTION.

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT:

Neil Rancour 10/24/95
SUPERVISOR

K E Sims 10/24/95
SUPERVISOR

THIS IS TO CERTIFY THAT THE PLANNINNG AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BRENHAM ESTATES As Shown THEREON IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN AND DEVELOPMENT COORDINATOR OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, THIS 2nd DAY OF September 1995

Ruth Henry
RUTH HENRY
DEVELOPMENT COORDINATOR

Benny R Baker
CHAIRMAN

OFFICIAL SEAL
RUTH D. HENRY
Notary Public, State of Texas
My Comm. Expires 1-29-97

I, DOUG KNEUPPER, CITY ENGINEER OF THE CITY OF FRIENDSWOOD, TEXAS DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS, AND FURTHER IT COMPLIES OR WILL COMPLY WITH ALL OF THE ORDINANCES AS ADOPTED BY THE CITY COUNCIL.

Doug Kneupper
DOUG KNEUPPER
CITY ENGINEER

THIS IS TO CERTIFY THAT I, C. L. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE WILL BE PROPERLY MARKED WITH 5/8" IRON RODS AND THAT THIS CORRECTLY REPRESENTS A SURVEY MADE BY ME.

C. L. Davis
C. L. DAVIS
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4464

STATE OF TEXAS
REGISTERED
C.L. DAVIS
4464
PROFESSIONAL LAND SURVEYOR

I, PATRICIA RITCHIE COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUNENT WAS FILED FOR RECORD IN MY OFFICE ON _____, AT _____ O'CLOCK, ___M., AND DULY RECORDED ON _____, AT _____ O'CLOCK, ___M., IN PLAT RECORD _____ MAP NUMBER, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY LAST ABOVE WRITTEN:

PATRICIA RITCHIE
COUNTY CLERK GALVESTON
COUNTY, TEXAS

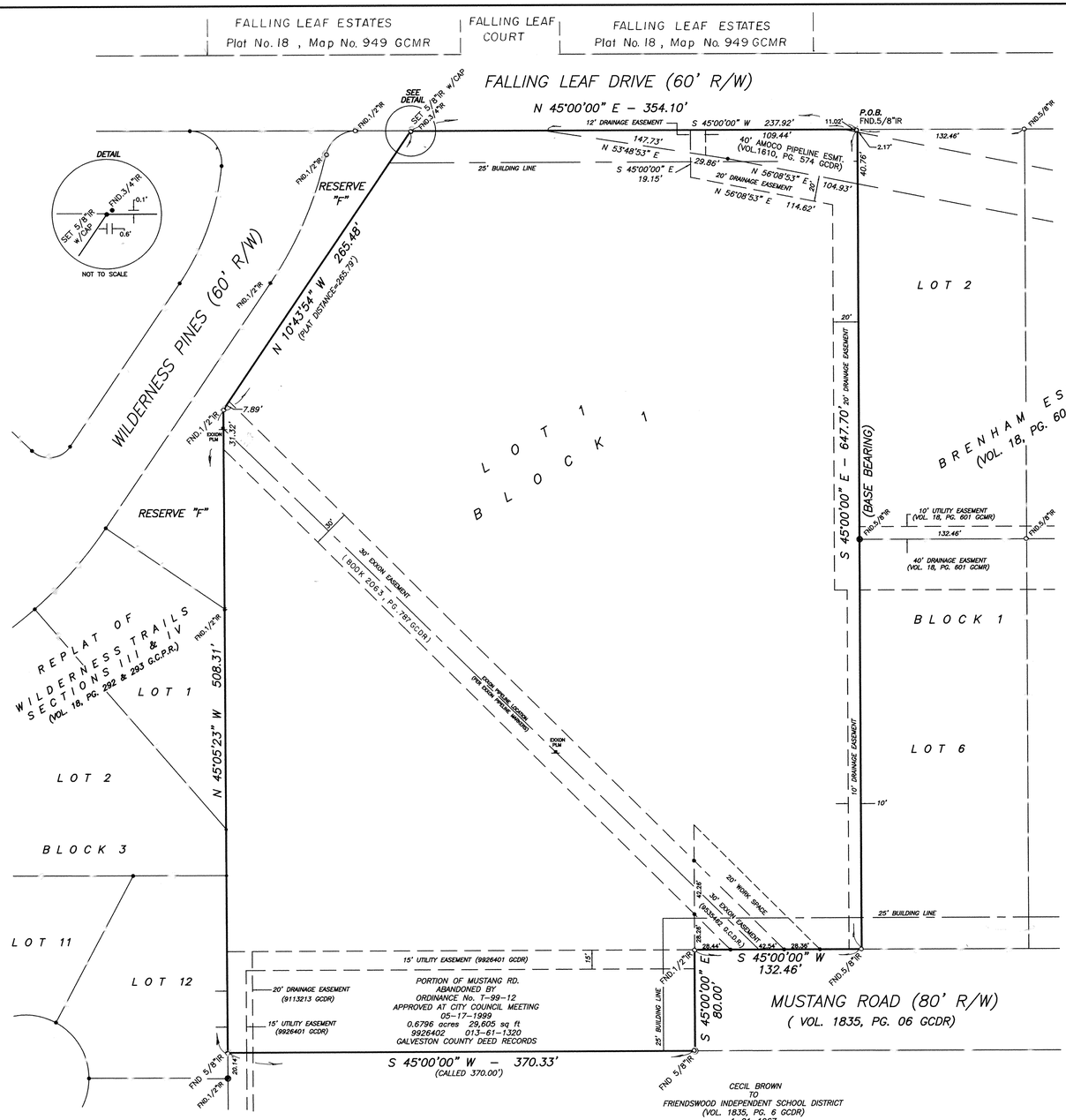
BY _____ DEPUTY

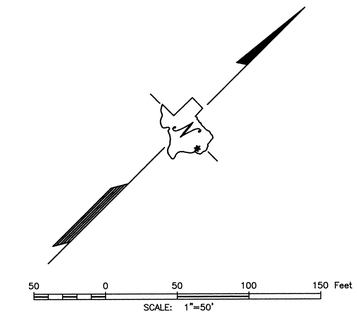
FINAL PLAT
BRENHAM ESTATES
9.8470 ACRES OUT OF
BLOCK "H"
CENTRAL PARK SUBD.
(VOL.105, PG. 151 GCMR)
FRIENDSWOOD, GALVESTON COUNTY, TEXAS
9 LOTS , 1 BLOCK
NOVEMBER , 1995

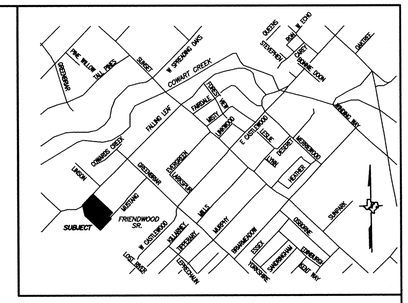
SURVEYOR:
C.L. DAVIS & COMPANY
1506 EAST BROADWAY
SUITE 103
PEARLAND, TEXAS
713-482-9490

OWNER:
BRENCO DEVELOPMENT COMPANY
20780 GULF FREEWAY
WEBSTER, TEXAS 77598

11-389
BRENHAM ESTATES






SUBJECT
SUBJECT
FRIENDSWOOD DR.
MUSTANG RD.
FALLING LEAF DR.
CORNELL CREEK
DEERWOOD
DEERWOOD
DEERWOOD

ArcGIS Web Map



7/26/2021, 2:41:54 PM

City Limits — Streets — Parcels

1:4,514

0 0.03 0.07 0.13 mi

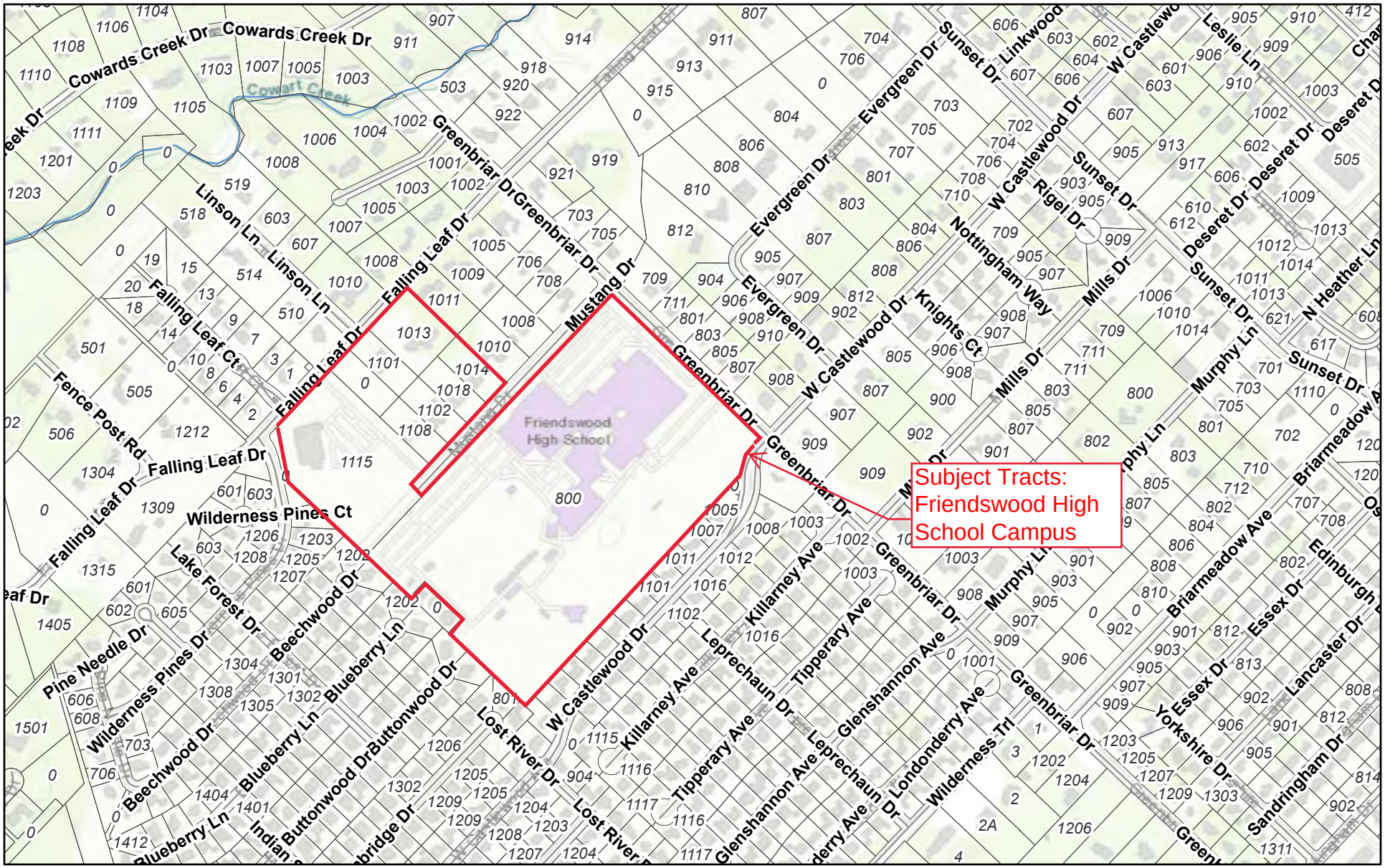
0 0.05 0.1 0.2 km

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web Map



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City Limits

Parcels

Streets

All Linear Water Features

1:9,028

0 0.05 0.1 0.2 mi

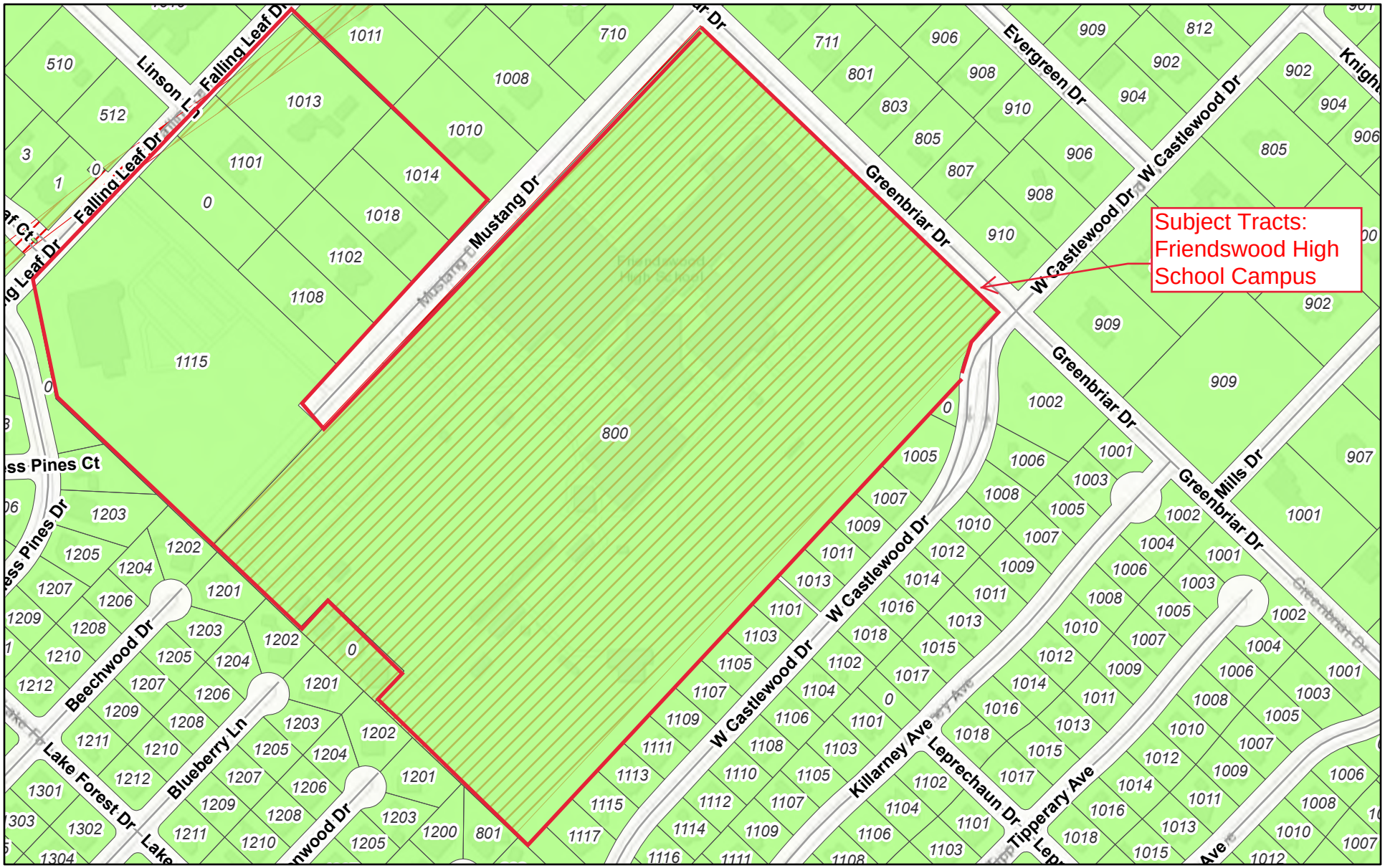
0 0.1 0.2 0.4 km

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

ArcGIS Web AppBuilder

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

ArcGIS Web Map



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City Limits
Parcels
Specific Use Permits
Streets
Zoning of Parcels
SFR

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

ArcGIS Web AppBuilder

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Rezoning Report

August 2021

Project: Friendswood High School

Address: 702/800 Greenbriar Dr.
1115 Falling Leaf Dr.
1013 Falling Leaf Dr.
1101 Falling Leaf Dr.
0 Falling Leaf Dr.
1014 Mustang Dr.
1018 Mustang Dr.
1102 Mustang Dr.
1108 Mustang Dr.

Legal: **702/800 Greenbriar Dr (main building and sports fields)**
39.166 acre tract (acreage revised 8-2-2021) of land located in the Sarah McKissick Survey, Abstract Number 151, City of Friendswood Galveston County, Texas and said 39.166 acre tract of land being the remainder of a called 41.558 acre tract described in the deed to Friendswood Independent School District recorded under Book 1835, Page 6 of the Galveston County Deed Records (GCDR)

1115 Falling Leaf Dr (natatorium)
Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion, 7.788 acres being all of Lots 1 & 5 Brenham Estates (Volume 18, Page 601, GCMR) and a portion of Lot 3, Block H Central Park Subdivision (Volume 15, Page 151, GCMR) Friendswood, Galveston County, Texas

1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion)
Approx. 7.84 acres being Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, 9.8470 Acres out of Block "H" Central Park Subdivision (Volume 105, Page 151, GCMR) Friendswood, Galveston County, Texas

Request: Request to replace Specific Use Permit (SUP) 98-22 with a revised SUP that will overlay all of the described properties which are zoned Single Family Residential (SFR)

Zoning Ordinance, Appendix C

G. *Specific use permits.*

1. *Purpose.* This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character

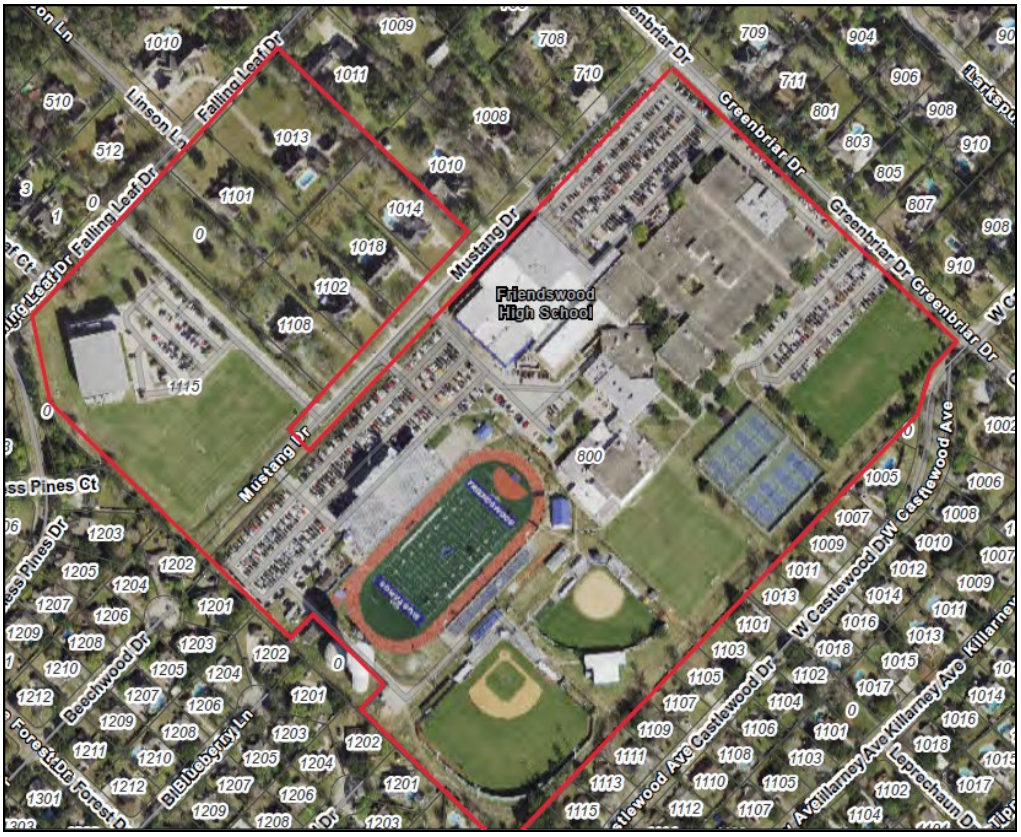
often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.

...

5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
    a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
    b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
    c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
    d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
    e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
    f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
    g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
    h. That the proposed use is in accordance with the comprehensive plan.
6. *Additional conditions.* In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.
7. *Time limit.* A specific use permit issued under this section shall expire two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. However, where the development is based on a long-term, multi-phased master plan, the specific use permit issued under this section shall have no expiration date. Further, any substantive change to the master plan shall require an amendment to the specific use permit.
8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
    a. The specific use permit was obtained or extended by fraud or deception; or
    b. That one or more of the conditions imposed by the permit has not been met or has been violated.

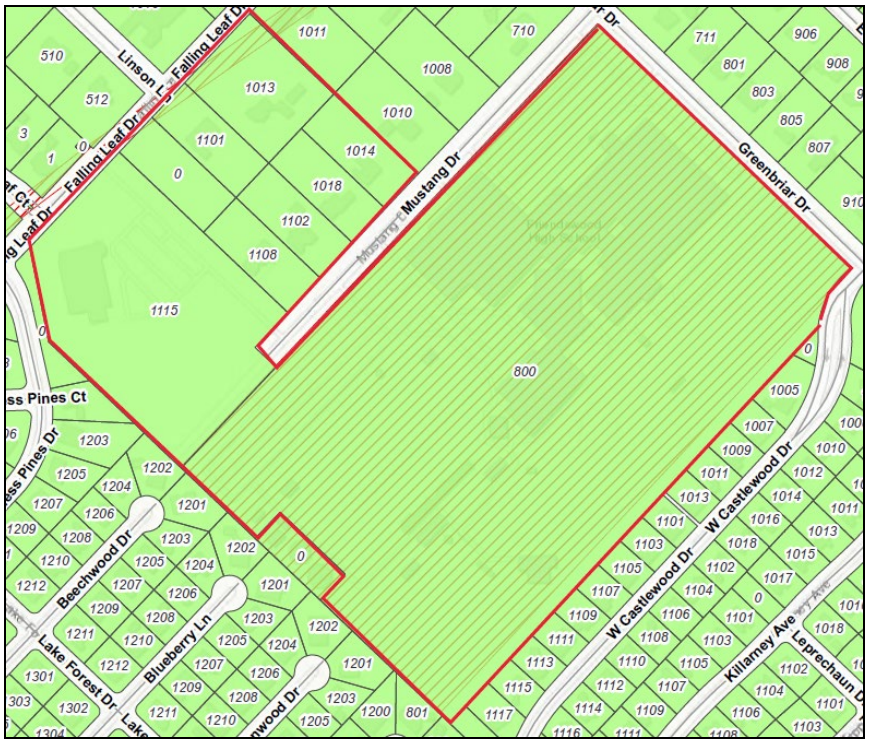
9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.

Existing Use/Site Attributes:
Friendswood High School is already located at the site. Over the years the existing buildings and sports facilities have been renovated and expanded in order to facilitate the needs of the students and the school district. The Natatorium was constructed in 2009. The District acquired 7 residential lots between Falling Leaf Drive and Mustang Drive to provide more land for expansion. In 2020, voters approved a bond for the district and part of that bond program included changes to the high school campus including: a new performing arts center (auditorium), renovation of the existing auditorium and fine arts wing, renovation of existing CTE spaces, new competition gym with storage and locker rooms, existing locker room renovations, and reconfigure and add athletic field space.



City of Friendswood Aerial Map

Zoning History:
The current zoning of the property is Single Family Residential (SFR). The original Specific Use Permit (SUP) Ordinance 221 was approved on June 17, 1974, which approved the school use. In 1998, the SUP was amended with Ordinance 98-22 to allow the construction of additional educational facilities to the site.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:
The property is completely bordered by tracts that are zoned Single Family Residential (SFR).

Platting Analysis:
The property is in the process of being replatted as one tract.

Planning Analysis:
The current zoning of Single Family Residential (SFR) allows NAICS Use #6111 Elementary and Secondary Schools with a Specific Use Permit (SUP).

Notice of the public hearings was published in the newspaper, a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:
The 2008 Future Land Use Map identifies 800 Greenbriar as "Public" and the remainder of the tracts as "Low Density Residential;" however the 2021 Draft of the Future Land Use Map identifies all of the property intended for "Public and Semi-Public" use.

<u>Infrastructure/Service Delivery Impacts</u>

Storm Water Management and Floodplain Issues:
Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:
Since there is currently a building on the property, water and sewer services are also existing.

Access:
The property currently has access to Greenbriar, Falling Leaf and Mustang Drive which all provide sufficient access.

Park/Open Space:
Parkland Dedication does not apply to commercially zoned property.

City of Friendswood

Memo

To: **Mayor and City Council**

From: **Joe Matranga, Planning & Zoning Commission Chairman**

Aubrey Harbin, Director of Community Development/Planner

Date: **August 27, 2021**

Re: **A zone classification change for approximately change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.177 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).**

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the requested Specific Use Permit (SUP) for 54.805 acres, for Friendswood High School with the following conditions:

1. Correct fence note on site plan to ensure that an 8-foot opaque fence is constructed along the property line adjacent to 1011 Falling Leaf and 1010 Mustang Drive where the new athletic fields will be constructed.
2. Move the proposed soccer field a minimum of 40 feet towards Pride Drive away from 1011 Falling Leaf, as agreed in the meeting
3. Consider constructing sidewalks along Falling Leaf.
4. Consider swapping the location of the soccer field and the shot put and discus landing areas to allow more room between the soccer goal and the residential property.

Friendswood High School is already located at the site. Over the years, the existing buildings and sports facilities have been renovated and expanded in order to facilitate the needs of the students and the school district. The Natatorium was constructed in 2009. The District acquired 7 residential lots between Falling Leaf Drive and Mustang Drive to provide more land for expansion. In 2020, voters approved a bond for the district and part of that bond program included changes to the high school campus including: a new performing arts center (auditorium), renovation of the existing auditorium and fine arts wing, renovation of existing CTE spaces, new competition gym with storage and locker rooms, existing locker room renovations, and reconfigure and add athletic field space.

There is a need for a buffer between the new athletic fields and the adjacent residential properties, which will be an 8-foot opaque fence and a 10-foot landscape buffer with a tree every 25 feet at a minimum. The plan is also to keep some of the existing mature tree line. There was a discrepancy in the notes on the site plan and the landscape plan regarding the fence between the fields and the adjacent residential lots located at 1011 Falling Leaf and 1010 Mustang Drive. The corrected note should read “8-foot opaque fence.”

Positioning of the soccer field caused some concern for soccer balls to be launched over the fence and landscaping and potentially causing damage to the adjacent residential structures. Many of the Commissioners’ preferred to swap the location of the soccer field and shot put and discus landing areas, but after study by the school district if that is not feasible, moving the soccer field towards Pride Drive to maximize the distance the property line is sufficient.

Sidewalks are also a major concern, especially in the vicinity of the high school. The Commission requests that the school district explore the possibility of installing sidewalks on Falling Leaf to create a safer environment for kids walking to and from school. The Commissioners understood that there are no current sidewalks on Falling Leaf in the vicinity of the new additions to tie into, but believed that future changes along Falling Leaf could make sidewalks more important for pedestrians and this project would provide key sections.

The Planning & Zoning Commission recommends that City Council approve the proposed zone classification change with the recommendations detailed above.

COVER

A-100

FOR BLUEBEAM LABELING OCR:

FRIENDSWOOD ISD

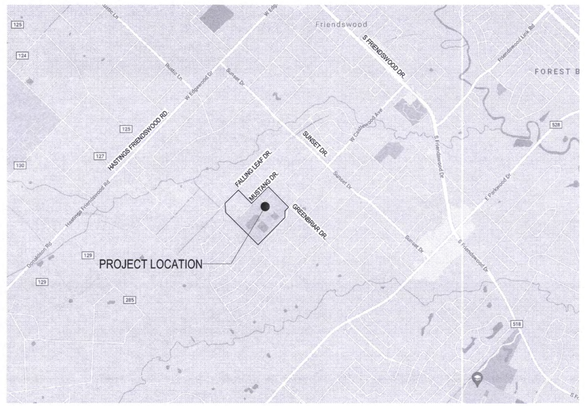
FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

8/2/2021

VICINITY MAP



702 GREENBRIAR DR., FRIENDSWOOD, TX 77546

BOARD OF TRUSTEES

TONY HOPKINS	PRESIDENT
DAVID MONTZ	VICE PRESIDENT
REBECCA HILLENBURG	SECRETARY
LAURA SEIFERT	MEMBER
NIKI RHODES	MEMBER
ROBERT C. McCABE	MEMBER
RALPH HOBRATSCHK	MEMBER

ADMINISTRATION

THAD ROHER	SUPERINTENDENT OF SCHOOLS
LAUREN AMBEAU	ASSISTANT SUPERINTENDENT OF TEACHING AND LEARNING
KIM COLE	EXECUTIVE DIRECTOR SECONDARY TEACHING AND LEARNING
AMBER PETREE	CHIEF FINANCIAL OFFICER
LINDSEY FOLEY	EXECUTIVE DIRECTOR HUMAN RESOURCES
STACY GUZZETTA, Ph.D	EXECUTIVE DIRECTOR STUDENT OPERATIONS
ERICH KREITER	EXECUTIVE DIRECTOR SAFETY AND OPERATIONS
DAYNA OWEN	EXECUTIVE DIRECTOR OF COMMUNICATION

ARCHITECT
PBK
11 GREENWAY PLAZA
22ND FLOOR
HOUSTON, TX 77046
T 713-965-0608

CIVIL ENGINEER
DIG
11 GREENWAY PLAZA
SUITE 1520
HOUSTON, TX 77046
T 346-308-9036

MEP ENGINEER
LEAF ENGINEERS
11 GREENWAY PLAZA
SUITE 1510
HOUSTON, TX 77046
T 713-940-3300

SURVEYOR
WEST BELT SURVEYOR
21020 PARK ROW
KATY, TX 77449
T 281-599-8288

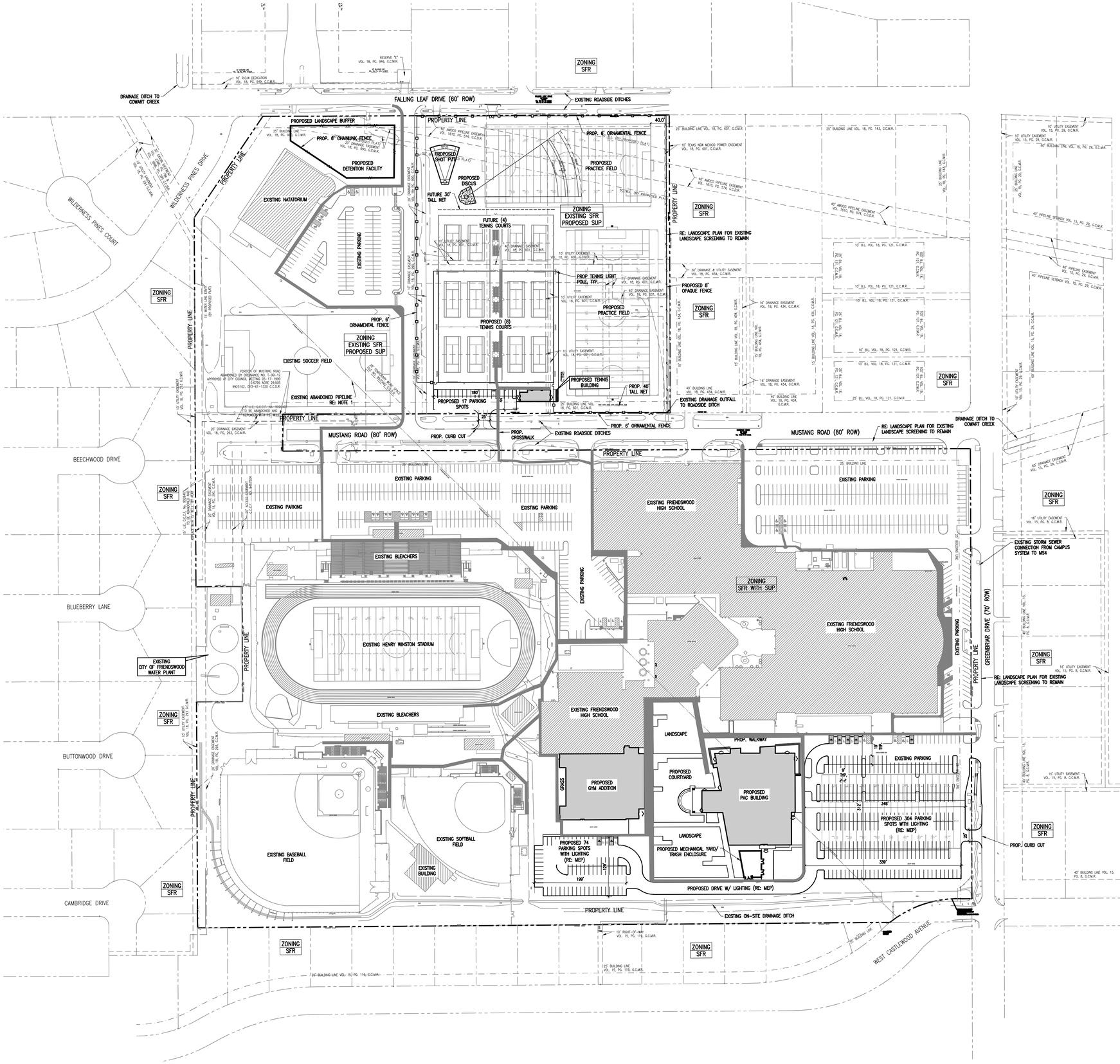
PBK

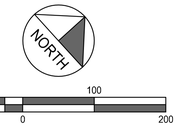
FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

File Path: C:_Revit\Local\AR21 20381 FHS Central_victoria.carterX9S2S.rvt





1. THE 8" ABANDONED CRUDE OIL PIPELINE LOCATED DIRECTLY SOUTHEAST OF THE EXISTING FRIENDSWOOD HIGH SCHOOL BUILDING WILL BE REQUIRED TO BE PHYSICALLY REMOVED WITHIN AT LEAST 50 FEET OF THE PROPOSED PERFORMING ARTS CENTER BEFORE CONSTRUCTION OF THE PROPOSED BUILDING MAY BEGIN.

NEW GYMNASIUM ADDITION BUILDING

- TWO STORY
- GROSS FLOOR AREA: 33,010 SF
- BUILDING HEIGHT: 31'-0"

NEW PERFORMANCE ARTS CENTER BUILDING

- TWO STORY
- GROSS FLOOR AREA: 43,999 SF
- BUILDING HEIGHT: 49'-11"

NEW TENNIS LOCKER ROOM BUILDING

- ONE STORY
- GROSS FLOOR AREA: 1,588 SF
- BUILDING HEIGHT: 15'-0"

BUILDING ENTRANCES / EXITS

PARKING REQUIREMENTS

PER DCM APPENDIX C - SECONDARY SCHOOL PARKING:

- REQUIRED PARKING: .3 SPACES PER STUDENT
- CURRENT ENROLLMENT OF SCHOOL: 2,050 STUDENTS
- REQUIRED PARKING: 615 SPACES
- PROVIDED PARKING: 1249 SPACES

RE: ARCH FOR TYPICAL ADA ACCESSIBLE PARKING DETAILS AND TRASH ENCLOSURE DETAIL

ADA ACCESSIBLE ROUTES FROM R.O.W AND PARKING TO BUILDINGS

ADA PARKING PER PARKING LOT

ADA PARKING

LOCATION	REQ'D.	EXIST.	PROP.
NATATORIUM	5	6	6
TENNIS COURTS	1	0	1
FOOTBALL STADIUM, BASEBALL, & SOFTBALL FIELDS	9	13	13
MUSTANG DR. & GREENBRIAR DR.	8	8	8
GYMNASIUM	3	0	3
PERFORMING ARTS CENTER	8	8	8

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546
ISSUE FOR SUP REVIEW

H.F. SCHNEIDER, III
69402
STATE OF TEXAS
8/31/2021

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/31/2021	20381

DRAWING HISTORY

No.	Description	Date
	ISSUE FOR SUP REVIEW	

SITE PLAN

C101

CHECKED BY: KFALKE
DRAWN BY: AGLUZMAN
R:\20\20381\Div8-Dwgs\8a BIM CAD\Cnsl\Civil_Package 2 Building Expansion\Docs\Permits\1. SUP Permit 07.22.2021\C101 SITE PLAN.dwg Last Saved: KFALKE
Tuesday, August 31, 2021 1:40:13 PM

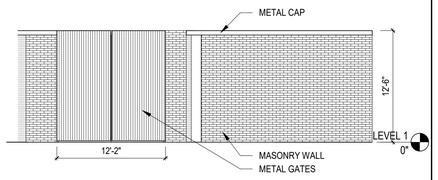
LANDSCAPE PLAN

LP101

FOR BLUEBEAM LABELING/OCR:

0"

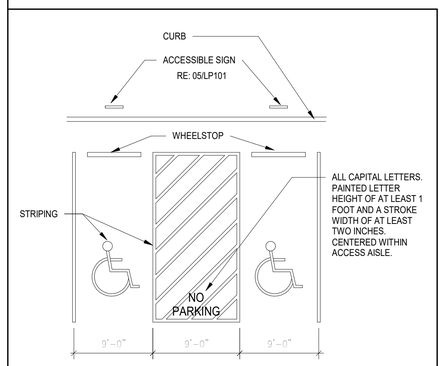
1"



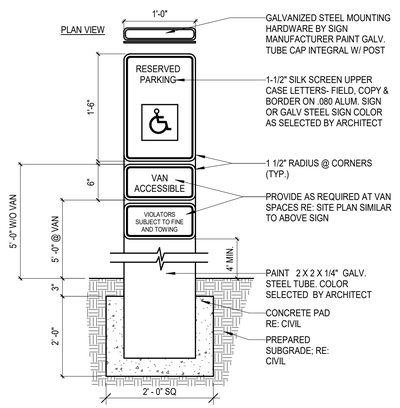
2 TRASH ENCLOSURE ELEVATION. TYP
1/8" = 1'-0"

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
5,904.46 SF	268'	1,180.892 SF	18,580.17 SF

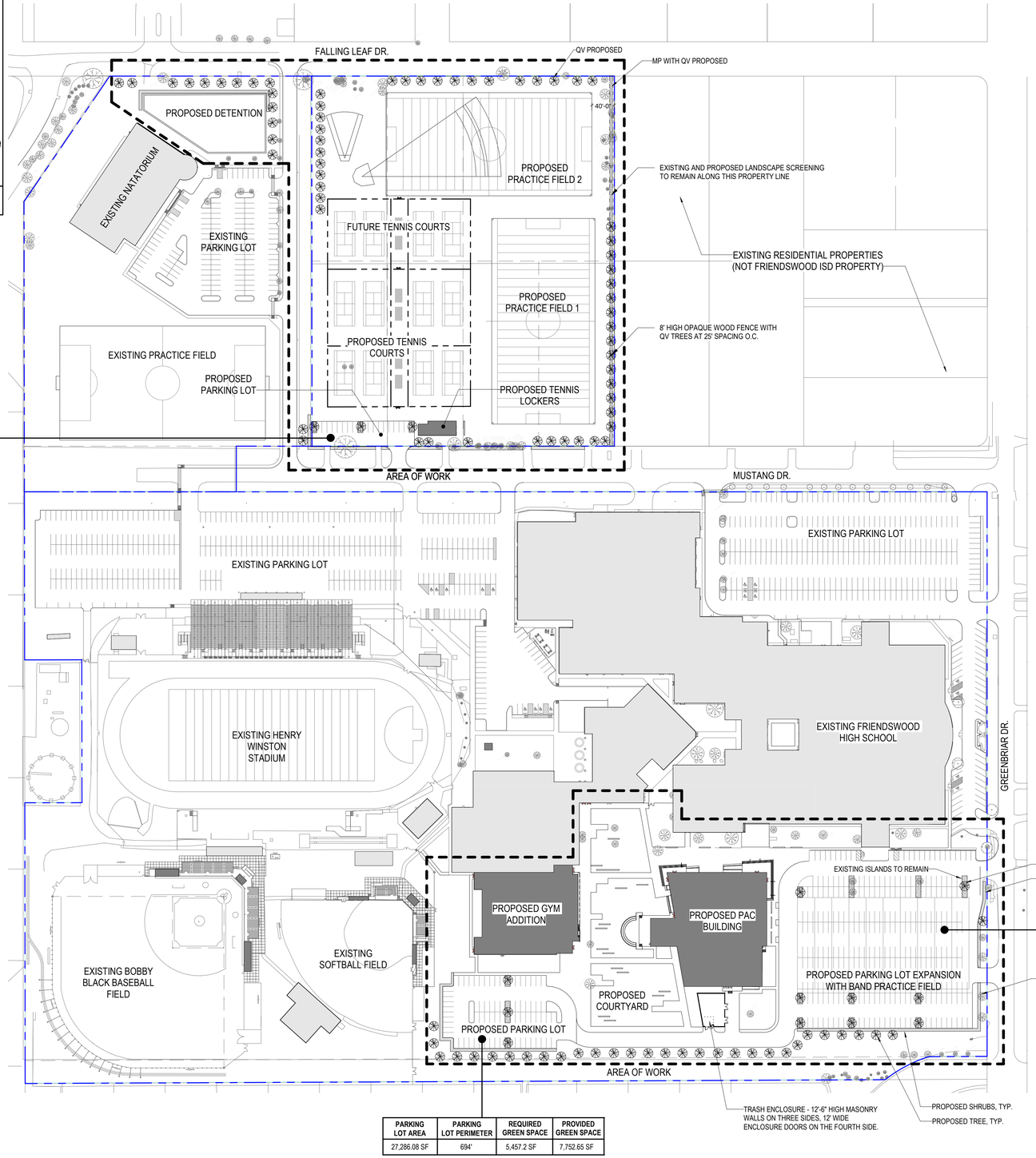
20% GREENSPACE CALCULATED AS REQUIRED BY SUP



10 ACCESSIBLE STRIPING
1" = 1'-0"



05 ACCESSIBLE PARKING SIGN
1" = 1'-0"



PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
27,286.08 SF	694'	5,457.2 SF	7,752.65 SF

20% GREENSPACE CALCULATED AS REQUIRED BY SUP

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
107,243.76 SF	1,265'	21,448.75 SF	29,820.89 SF

20% GREENSPACE CALCULATED AS REQUIRED BY SUP

04 LANDSCAPE PLAN
1" = 100'-0"

LANDSCAPE ANALYSIS FORM AT ROW				
STREET NAME	LINEAR FEET	TREE REQUIRED	TREE PLANTED	NET
FALLING LEAF DRIVE	883 FT	30	35	5
MUSTANG DRIVE	529 FT	18	32	14
GREENBRIAR DR	387 FT	13	7	-6
TOTAL		61	71	13

1 TREE PER 30 LINEAR FEET PER SUP

LEGEND

- TREES TO REMAIN
- PROPOSED QV TREE - TOTAL 94. RE: SHEET LP102 FOR EXISTING TREES TO BE DEMOLISHED
- PROPOSED MP SHRUBS - TOTAL 870 LINEAR FEET

Trees Demolished	Trees Provided
94	94

*12" OR GREATER

PLANT SCHEDULE							
TREES							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
QV	Quercus Virginiana	Live Oak	65 Gal.	3"-4"	12'-14'	5'-6'	
SHRUBS							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
MP	Myrica Pusilla	Dwarf Wax Myrtle	5 Gal.	2' min.	16"	24" OC	
GRASSES							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
MS	Miscanthus Sinensis	Little Kitten Grass	1 Gal.	16"	12"	18" OC	

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

50% CD REVIEW

ARCHITECT

REGISTERED ARCHITECT
GREGORY A. PRINCE
27199
STATE OF TEXAS

8/31/21

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/31/21	20381

DRAWING HISTORY

No.	Description	Date

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LANDSCAPE PLAN

LP101

File Path: C:_RevitLocal\AR21 20381 FHS Central_evega.rvt

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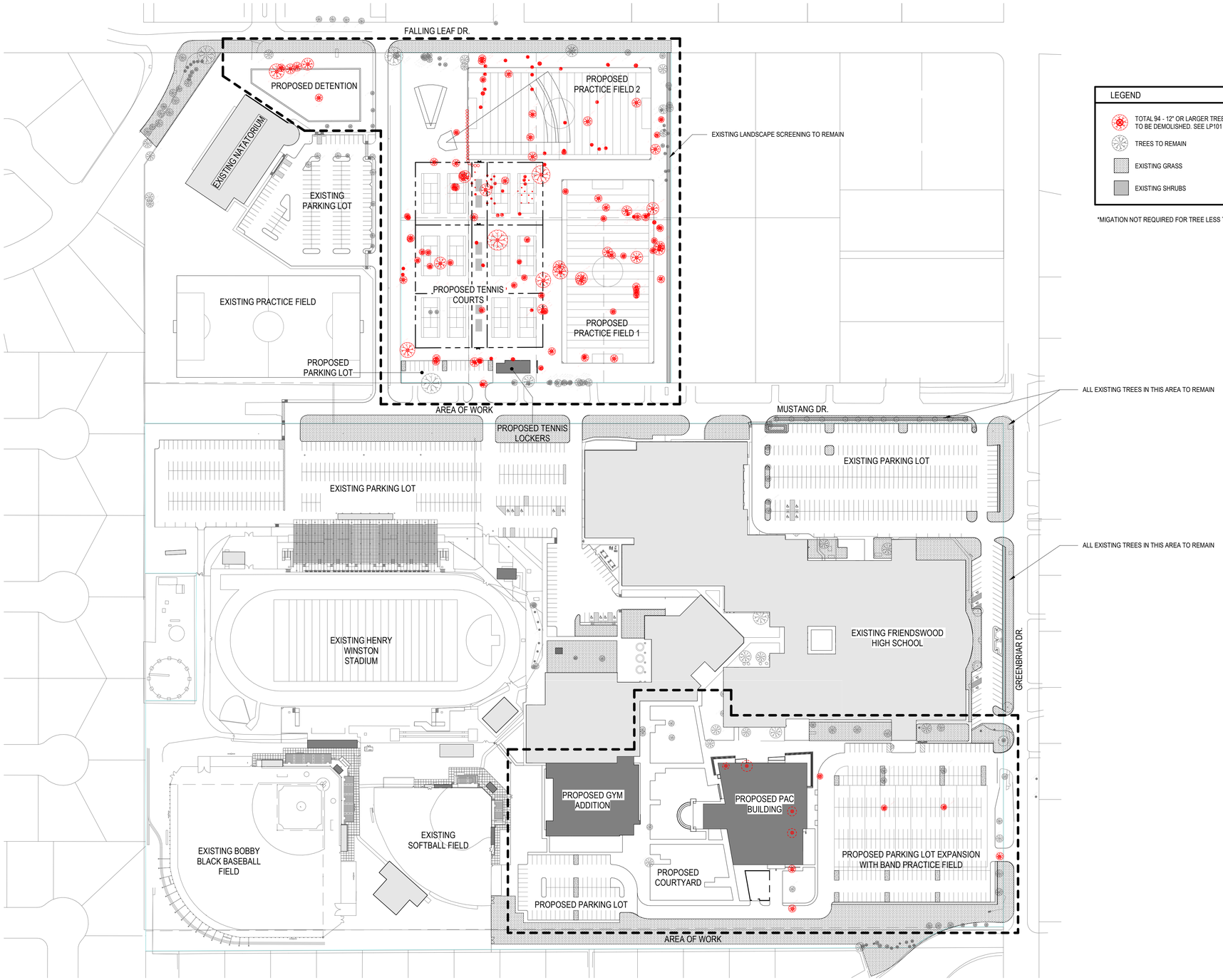
EXISTING LANDSCAPE PLAN

LP102

FOR BLUEBEAM LABELING/OCR:

0"

1"



LEGEND

- TOTAL 94 - 12" OR LARGER TREES IN PROPERTY TO BE DEMOLISHED. SEE LP101 FOR NEW TREES
- TREES TO REMAIN
- EXISTING GRASS
- EXISTING SHRUBS

*MIGATION NOT REQUIRED FOR TREE LESS THAN 12" DIAMETER

05 TREE SURVEY AND MITIGATION SITE PLAN FOR SUP
1" = 100'-0"

File Path: C:_Revit Local\AR21 20381 FHS Central_evega.rvt

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702 Greenbriar Dr
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50% CD REVIEW

ARCHITECT

REGISTERED ARCHITECT GREGORY A. PRINCE 27199

8/31/21

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8/31/21	20381

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EXISTING LANDSCAPE PLAN

LP102

EXTERIOR ELEVATIONS

ASUP1

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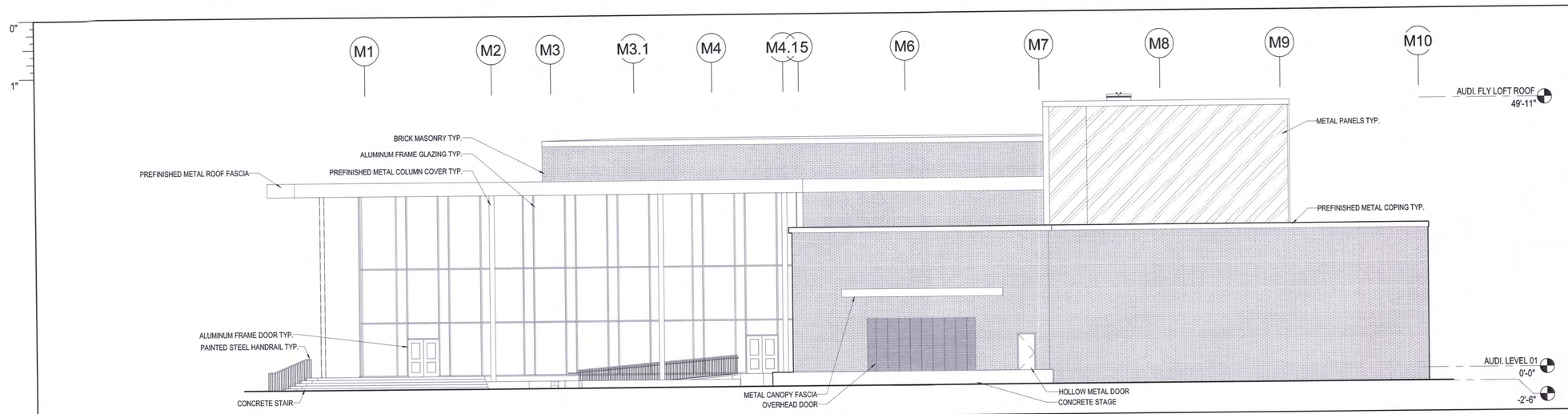
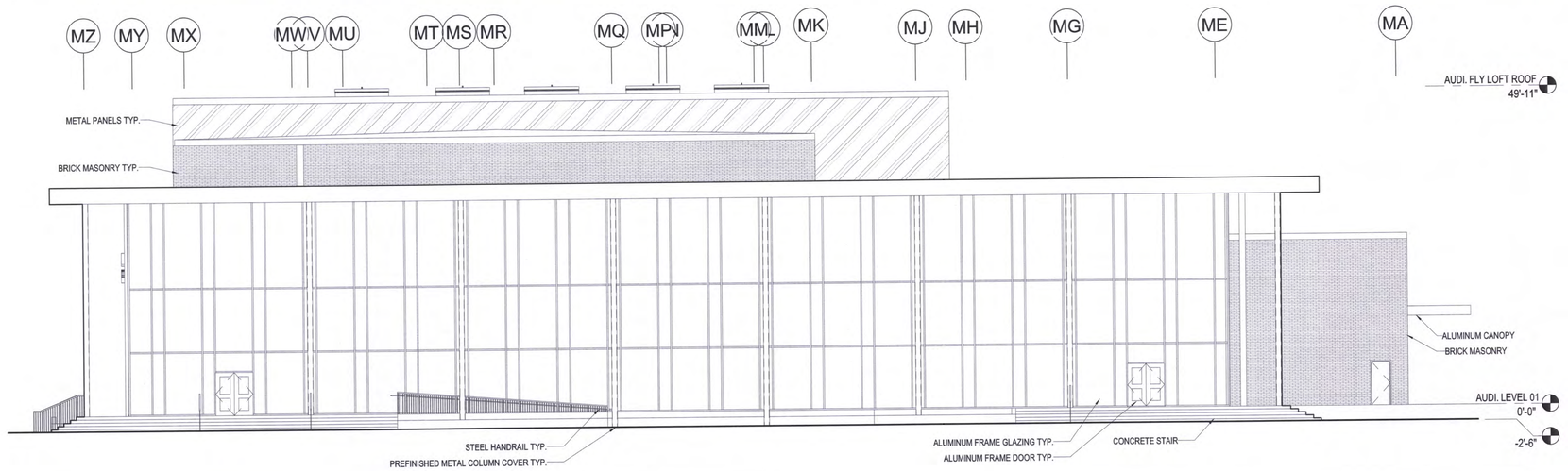
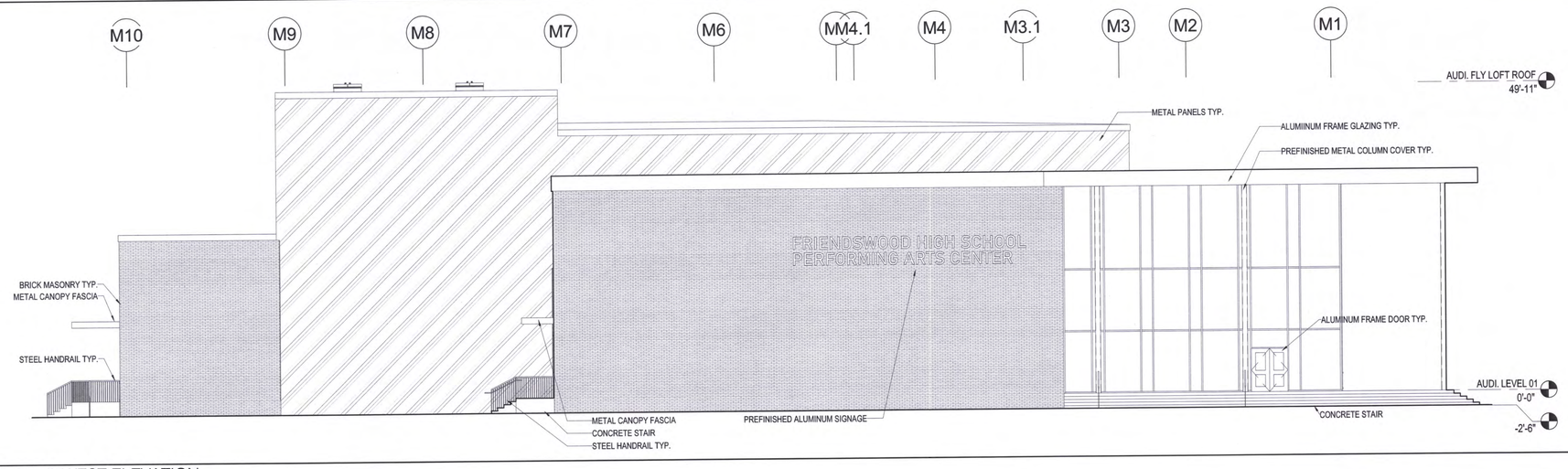


24 PERFORMING ARTS CENTER EAST ELEVATION
3/32" = 1'-0"



18 PERFORMING ARTS CENTER NORTH ELEVATION
3/32" = 1'-0"



06 PERFORMING ARTS CENTER WEST ELEVATION
3/32" = 1'-0"

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

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EXTERIOR ELEVATIONS

ASUP1

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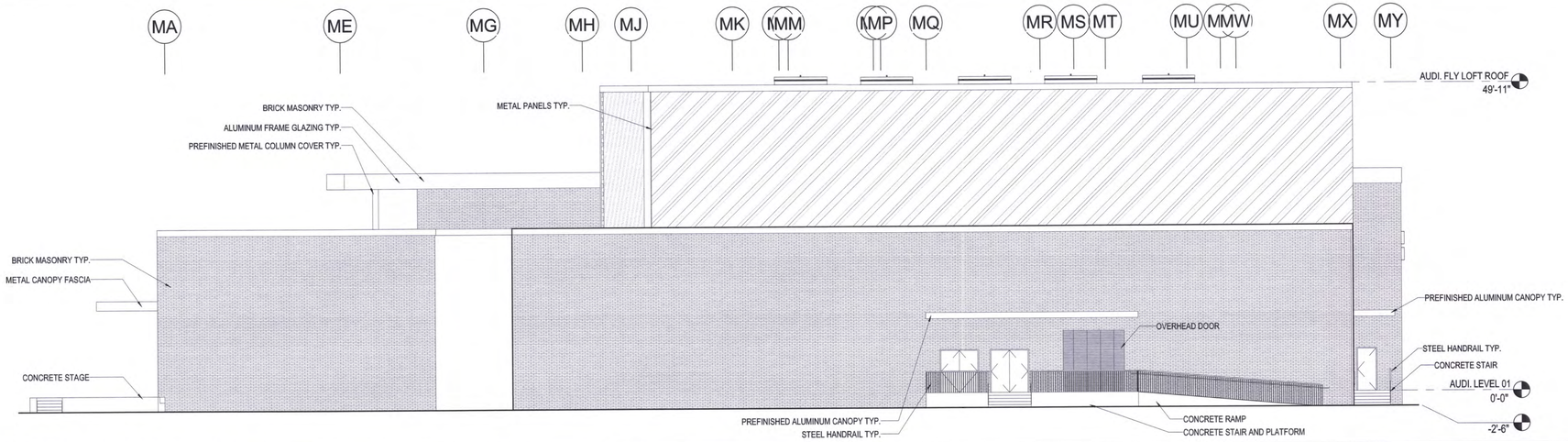
EXTERIOR ELEVATIONS

ASUP2

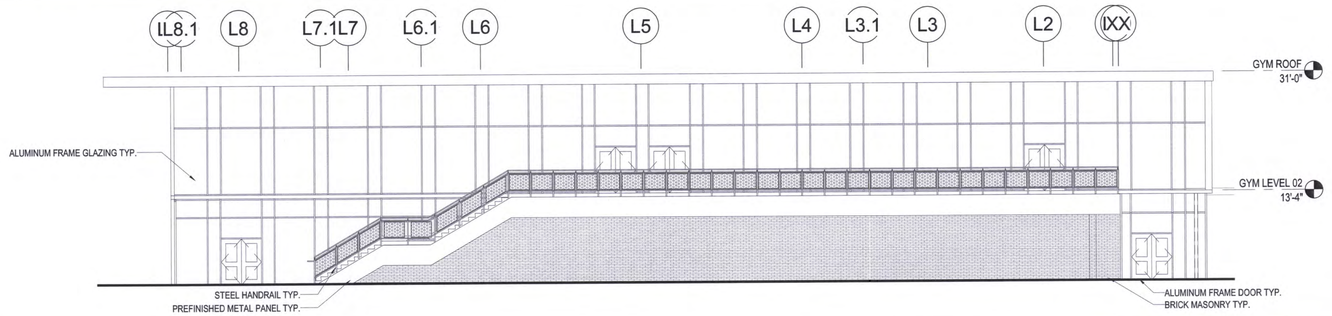
FOR BLUEBEAM LABELING/OCR:

0"

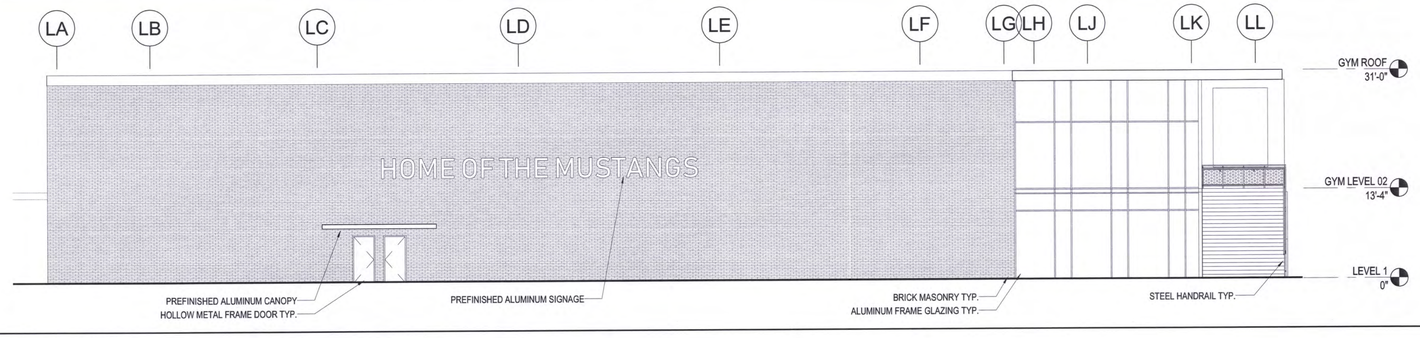
1"



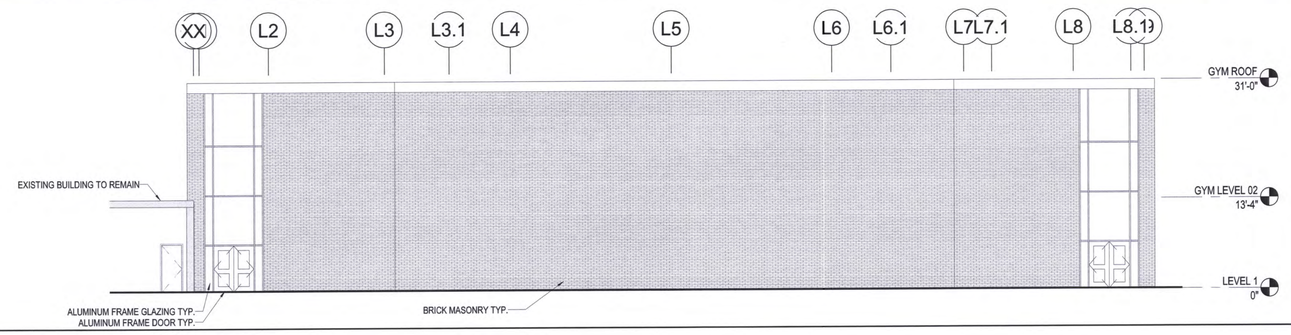
24 PERFORMING ARTS CENTER SOUTH ELEVATION
3/32" = 1'-0"



18 GYMNASIUM EAST ELEVATION
3/32" = 1'-0"



12 GYMNASIUM SOUTH ELEVATION
3/32" = 1'-0"



06 GYMNASIUM WEST ELEVATION
3/32" = 1'-0"

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

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ISSUE FOR SUP REVIEW

REGISTERED ARCHITECT GREGORY A. PRINCE 27199

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DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

EXTERIOR ELEVATIONS

ASUP2

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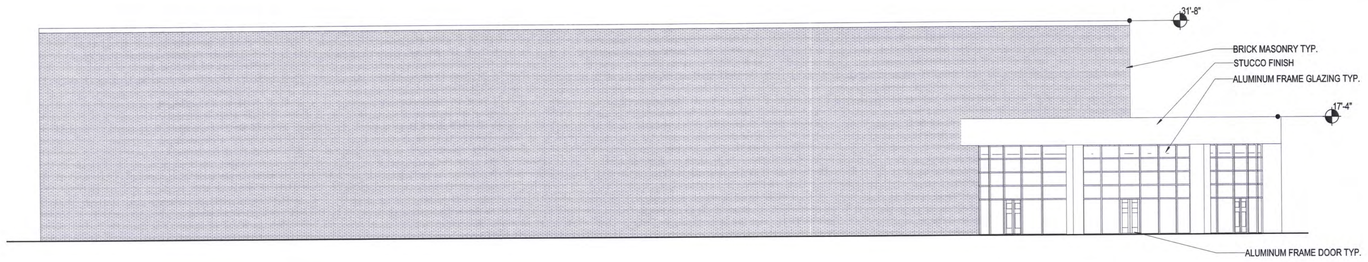
EXTERIOR ELEVATIONS

ASUP3

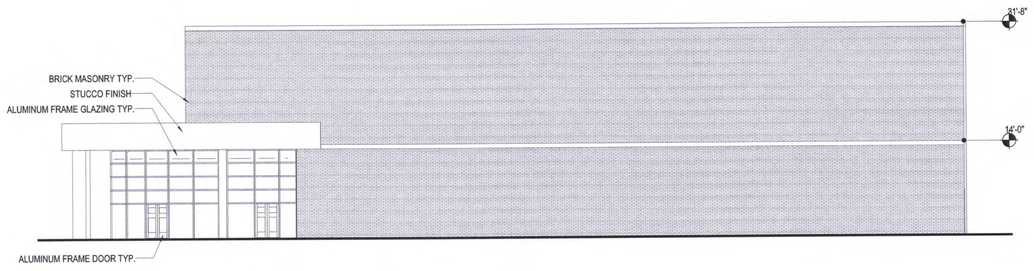
FOR BLUEBEAM LABELING/OCR:

0"

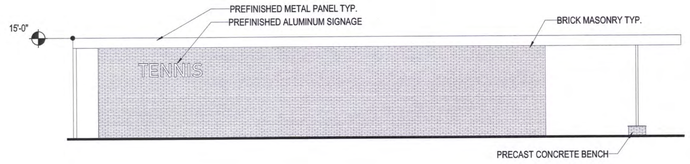
1"



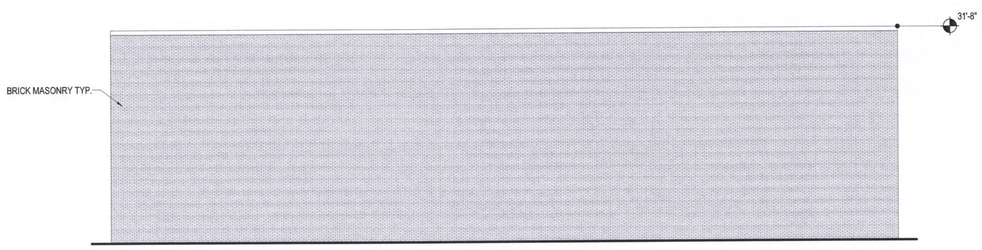
24 NATATORIUM EAST ELEVATION (EXISTING)
3/32" = 1'-0"



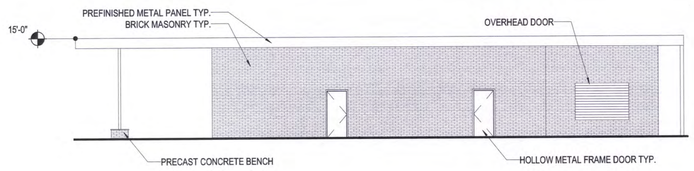
18 NATATORIUM NORTH ELEVATION (EXISTING)
3/32" = 1'-0"



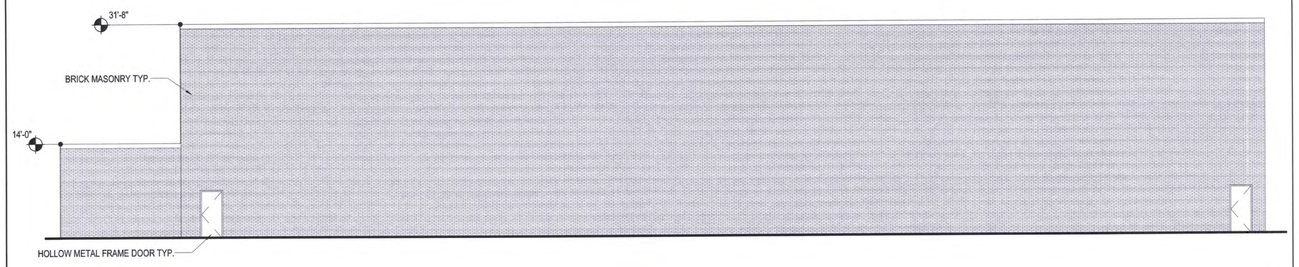
14 TENNIS LOCKER ROOM SOUTH ELEVATION
3/32" = 1'-0"



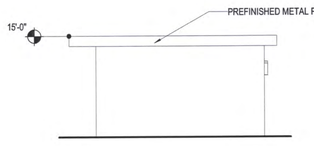
12 NATATORIUM SOUTH ELEVATION (EXISTING)
3/32" = 1'-0"



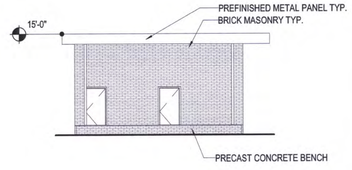
08 TENNIS LOCKER ROOM NORTH ELEVATION
3/32" = 1'-0"



06 NATATORIUM WEST ELEVATION (EXISTING)
3/32" = 1'-0"



02 TENNIS LOCKER ROOM WEST ELEVATION
3/32" = 1'-0"



01 TENNIS LOCKER ROOM EAST ELEVATION
3/32" = 1'-0"

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

REGISTERED ARCHITECT
GREGORY A. PRINCE
27199
08/02/2021

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

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No.	Description	Date

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EXTERIOR ELEVATIONS

ASUP3

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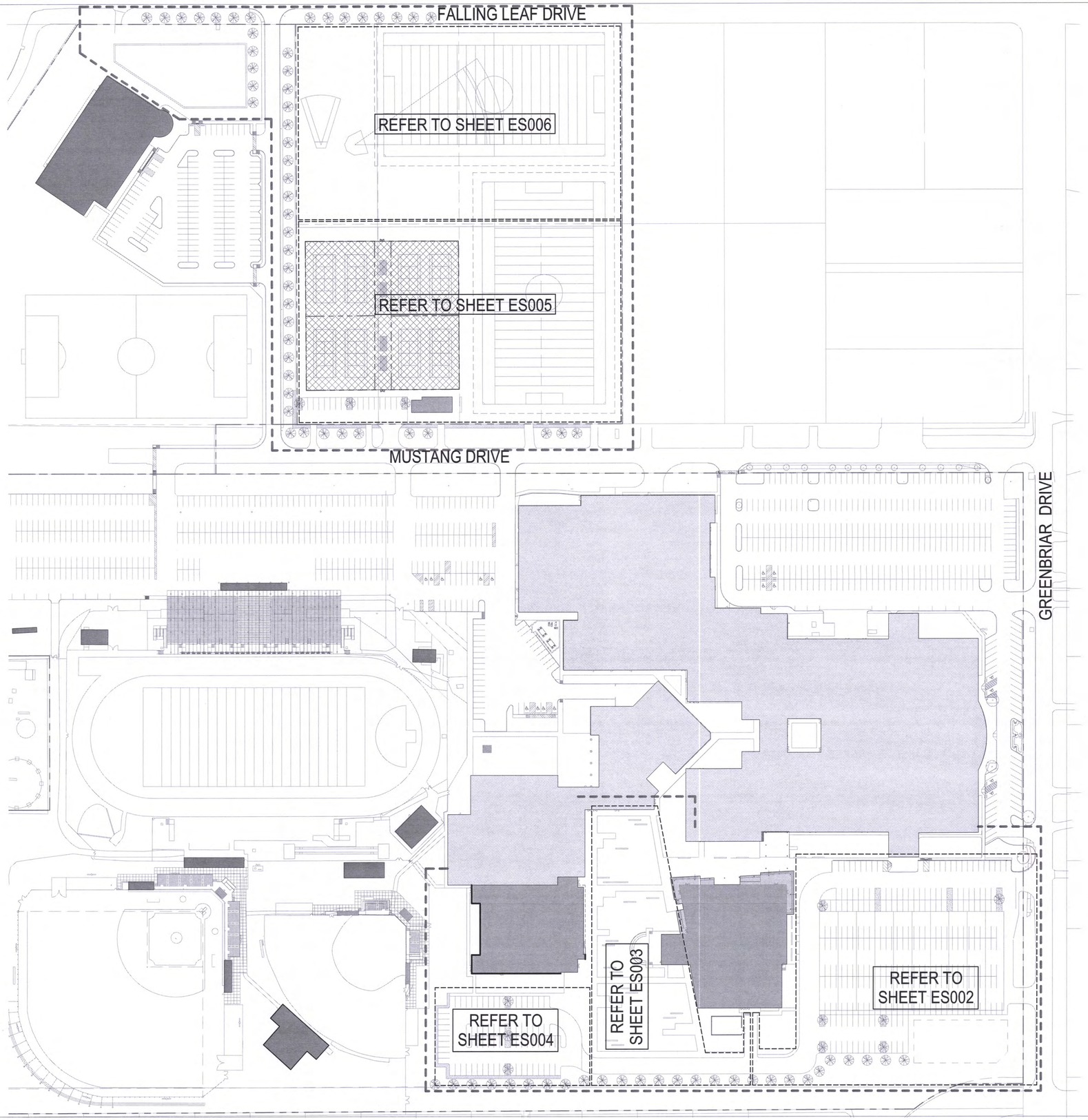
PHOTOMETRIC SITE PLAN - COMPOSITE - SPECIFIC USE PERMIT
ES001
FOR BLUEBEAM LABELING/OCR:

0"
1"



1 PHOTOMETRIC SITE PLAN - COMPOSITE - SPECIFIC USE PERMIT
1" = 80'-0"

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

KEY PLAN

H G
F E D A
J C B
K
L M

NORTH: PLAN TRUE

STATE OF TEXAS
DONALD C. RICHARDS
61525
LICENSED PROFESSIONAL ENGINEER

8/2/2021
LEAF ENGINEERS
F-18672

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DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

PHOTOMETRIC SITE PLAN - COMPOSITE - SPECIFIC USE PERMIT

ES001

PHOTOMETRIC SITE PLAN - BUILDING PARKING - SPECIFIC USE PERMIT
ES002
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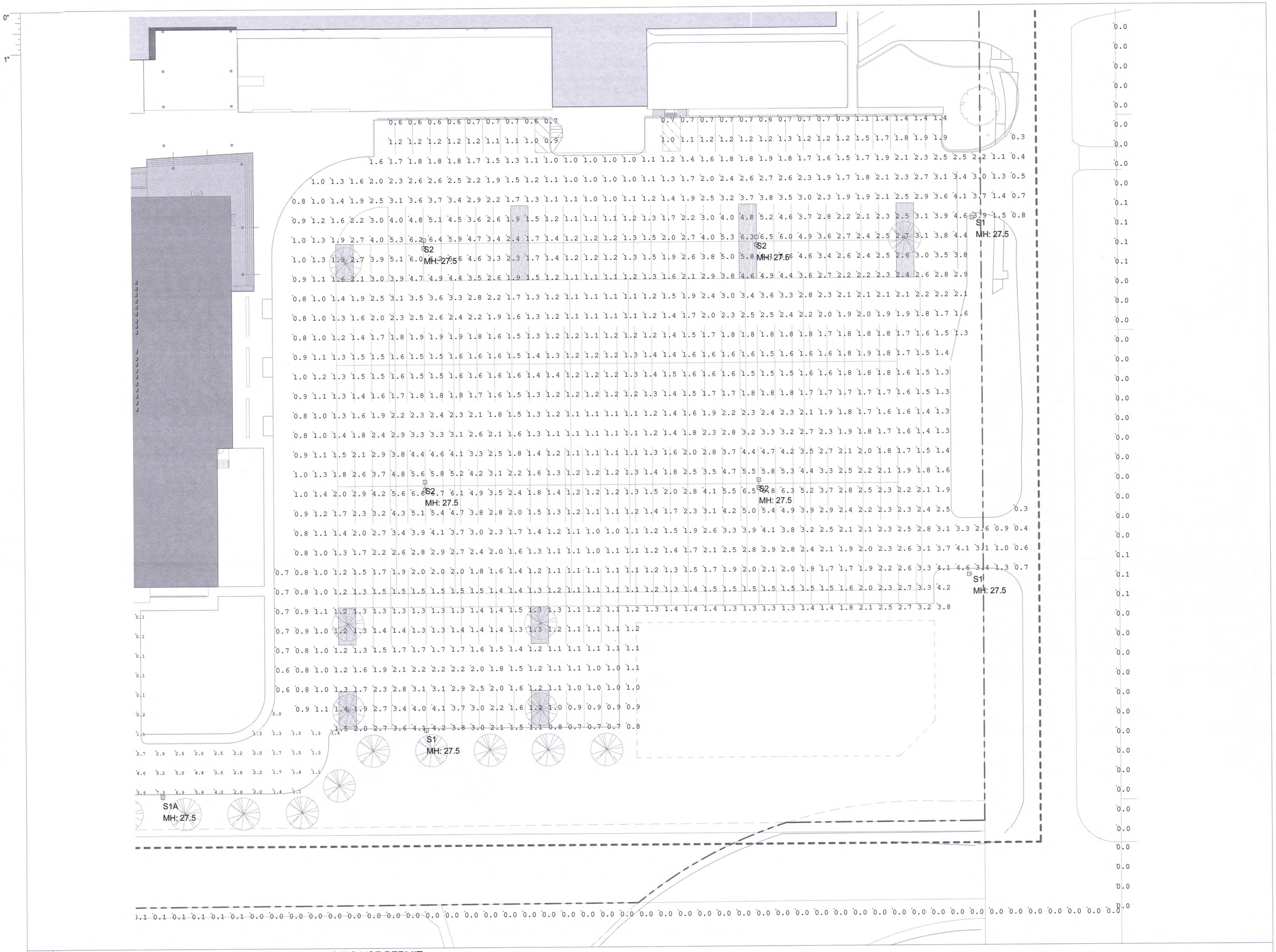

1 PHOTOMETRIC SITE PLAN - BUILDING PARKING - SPECIFIC USE PERMIT
3/64" = 1'-0"

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

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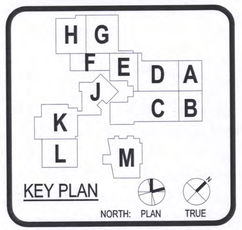
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT



STATE OF TEXAS
DONALD C. RICHARDS
61525
LICENSED
PROFESSIONAL ENGINEER
8/2/2021
LEAF ENGINEERS
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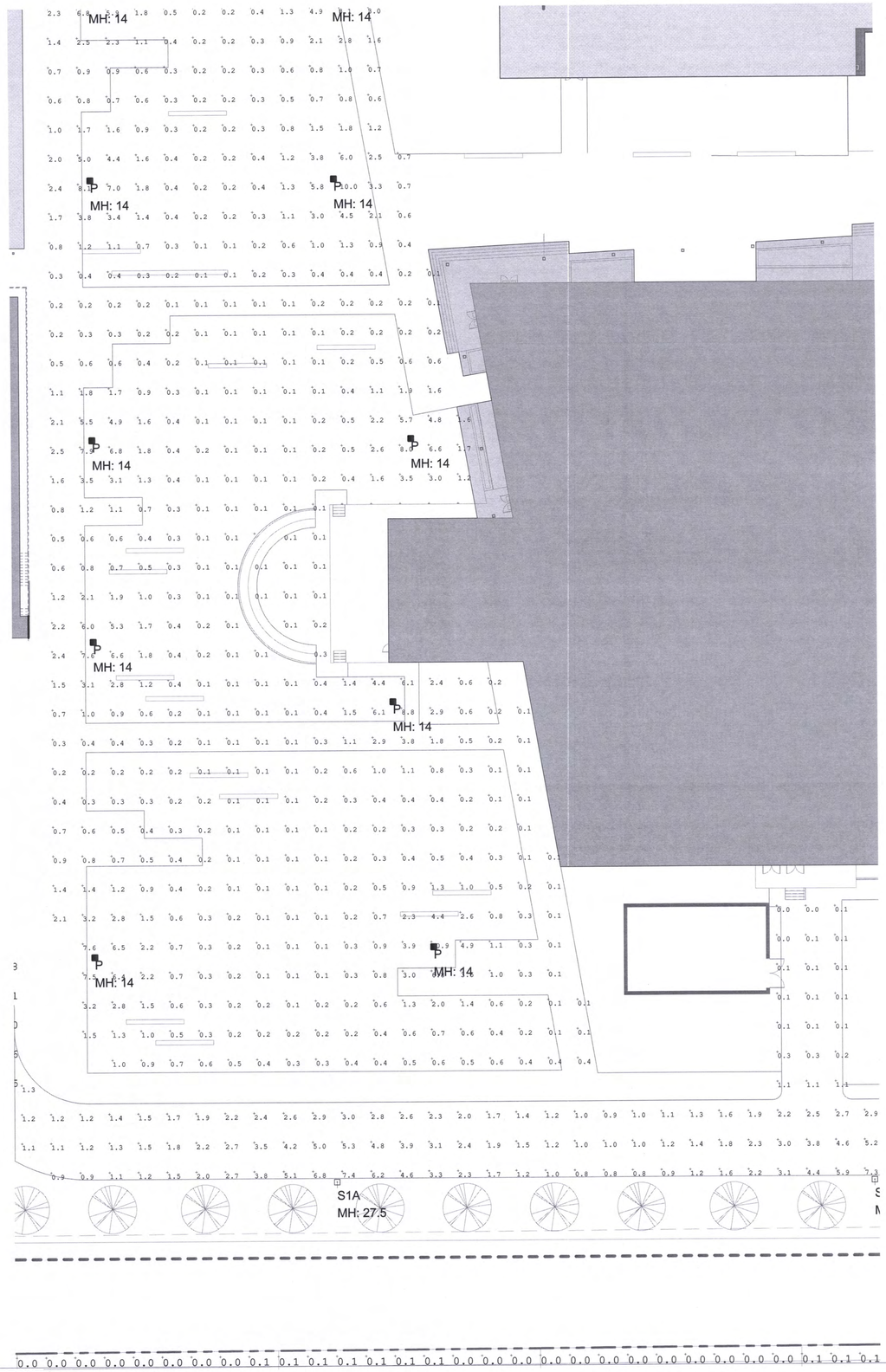
BUILDING NUMBER

PHOTOMETRIC SITE PLAN - BUILDING PARKING - SPECIFIC USE PERMIT

ES002



1 PHOTOMETRIC SITE PLAN - GREEN SPACE - SPECIFIC USE PERMIT
3/64" = 1'-0"

PHOTOMETRIC SITE PLAN - GREEN SPACE - SPECIFIC USE PERMIT

ES003

FOR BLUEBEAM LABELING/OCR:

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

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ISSUE FOR SUP REVIEW

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

H G
F E D A
J C B
K
L M

KEY PLAN

NORTH: PLAN TRUE

STATE OF TEXAS
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61525
LICENSED
PROFESSIONAL ENGINEER

8/2/2021
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CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

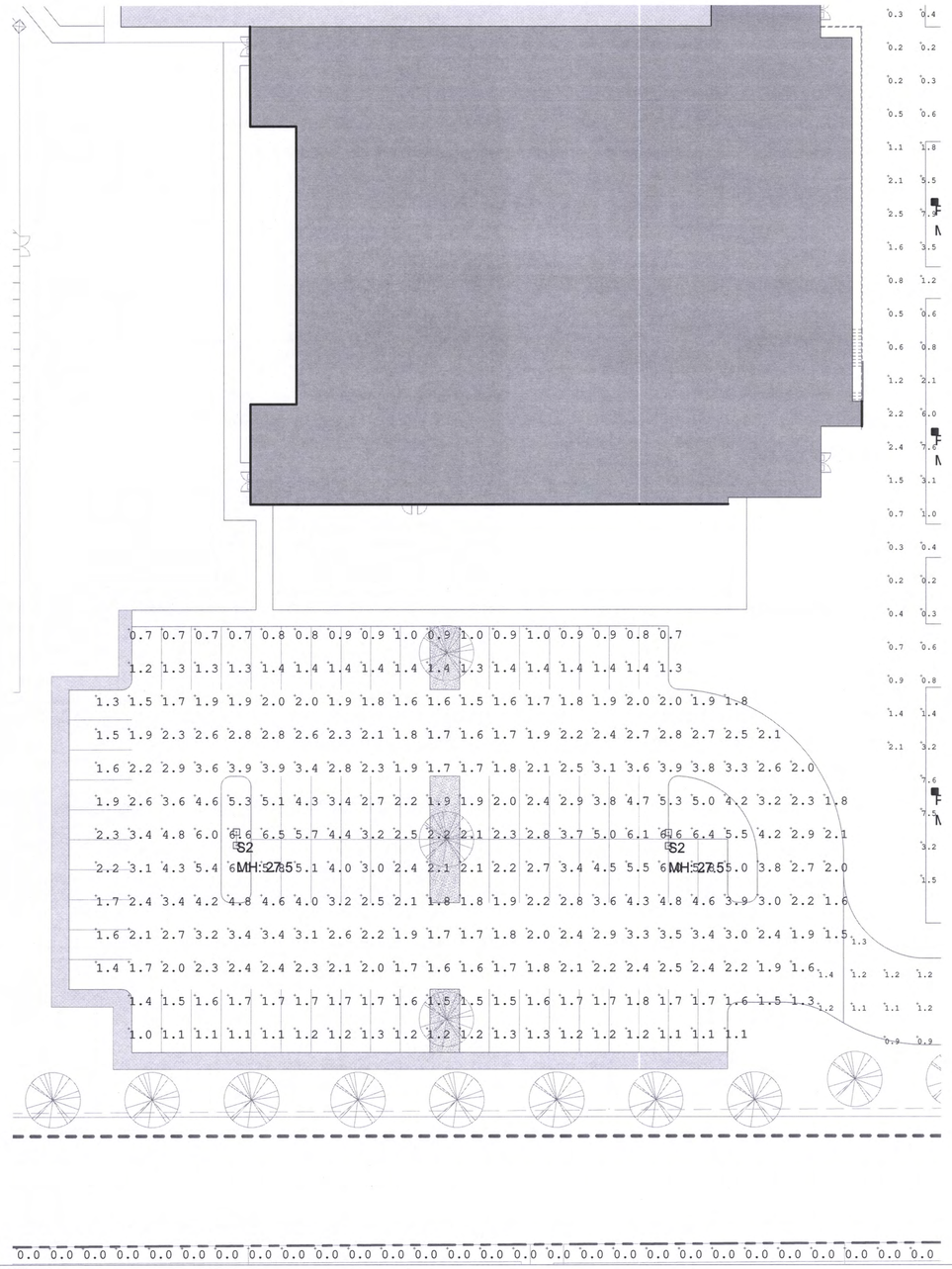
ISSUE FOR SUP REVIEW

BUILDING NUMBER

PHOTOMETRIC SITE PLAN - GREEN SPACE - SPECIFIC USE PERMIT

ES003

PHOTOMETRIC SITE PLAN - GYM PARKING - SPECIFIC USE PERMIT
ES004
FOR BLUEBEAM LABELING/OCR:



1 PHOTOMETRIC SITE PLAN - GYM PARKING - SPECIFIC USE PERMIT
3/64" = 1'-0"

File Path: C:\Users\tgibbs\Documents\ELEC_R21 20381 FHS Central_tgibbs.rvt

CHECKED BY:
Checker
DRAWN BY:
Author
Plot Stamp:
7/23/2021 1:20:51 PM

PBK

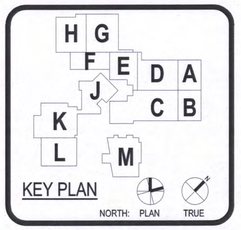
ARCHITECT PBK Architects, Inc.
HOUSTON PBK.com
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0608 P
713-961-4571 F
TX Firm: BR 1608
CIVIL
DIG
T 713-965-0608
MEPT
LEAF ENGINEERS
T 713-940-3300

LEAF ENGINEERS
A PBK COMPANY

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW



STATE OF TEXAS
DONALD C. RICHARDS
61525
LICENSED
PROFESSIONAL ENGINEER
8/2/2021
LEAF ENGINEERS
F-18672

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

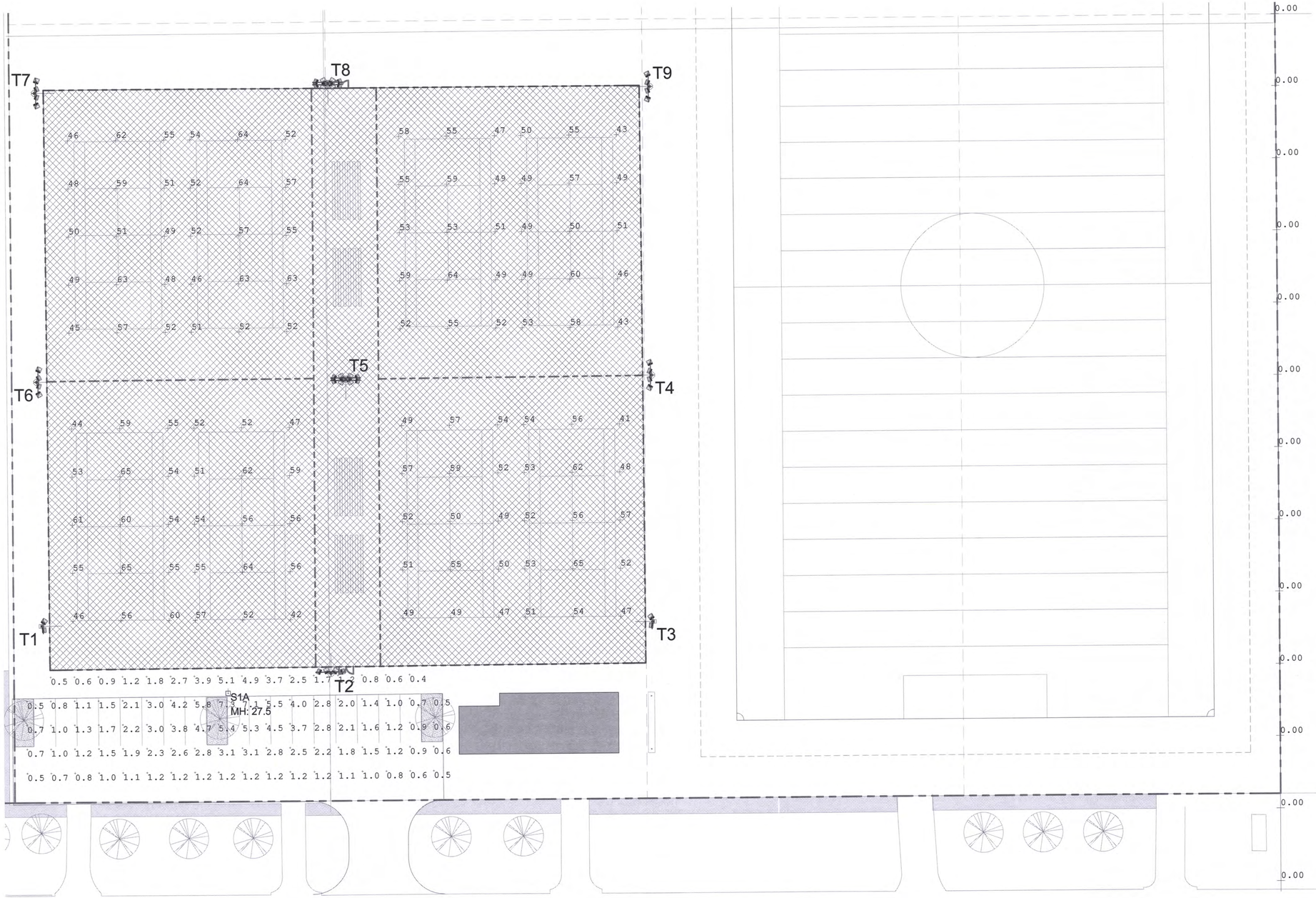
PHOTOMETRIC SITE PLAN - GYM PARKING - SPECIFIC USE PERMIT

ES004

PHOTOMETRIC SITE PLAN - TENNIS COURT - SPECIFIC USE PERMIT

ES005

FOR BLUEBEAM LABELING/OCR:



1 PHOTOMETRIC SITE PLAN - TENNIS COURT - SPECIAL USE PERMIT
3/64" = 1'-0"

File Path: C:\Users\gtibbs\Documents\ELEC_R21 20381 FHS Central_tgibbs.rvt

CHECKED BY: Checker
DRAWN BY: Author
Plot Stamp:

PBK

ARCHITECT PBK Architects, Inc.
HOUSTON PBK.com
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0608 P
713-961-4571 F
TX Firm: BR 1608

CIVIL
DBS
T 713-965-0608

MEPT
LEAF ENGINEERS
T 713-840-3200

LEAF ENGINEERS
A PBK COMPANY

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

KEY PLAN
NORTH: PLAN TRUE

STATE OF TEXAS
DONALD C. RICHARDS
61525
LICENSED PROFESSIONAL ENGINEER
8/2/2021
LEAF ENGINEERS
F-18672

CLIENT
FRIENDSWOOD ISD

DATE 8/2/2021
PROJECT NUMBER 20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

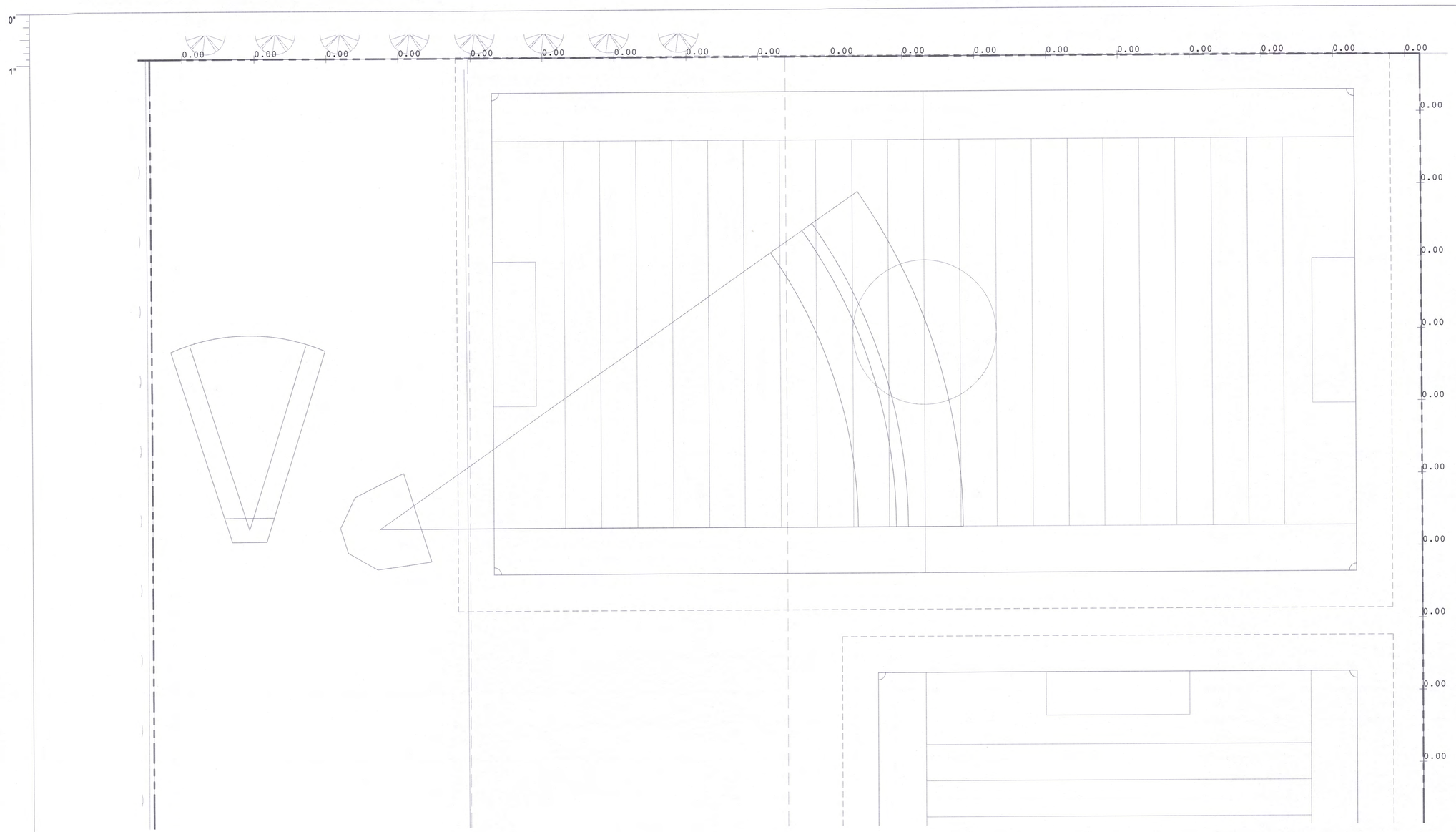
PHOTOMETRIC SITE PLAN - TENNIS COURT - SPECIFIC USE PERMIT

ES005

PHOTOMETRIC SITE PLAN - PRATICE FIELD - SPECIFIC USE PERMIT

ES006

FOR BLUEBEAM LABELING/OCR: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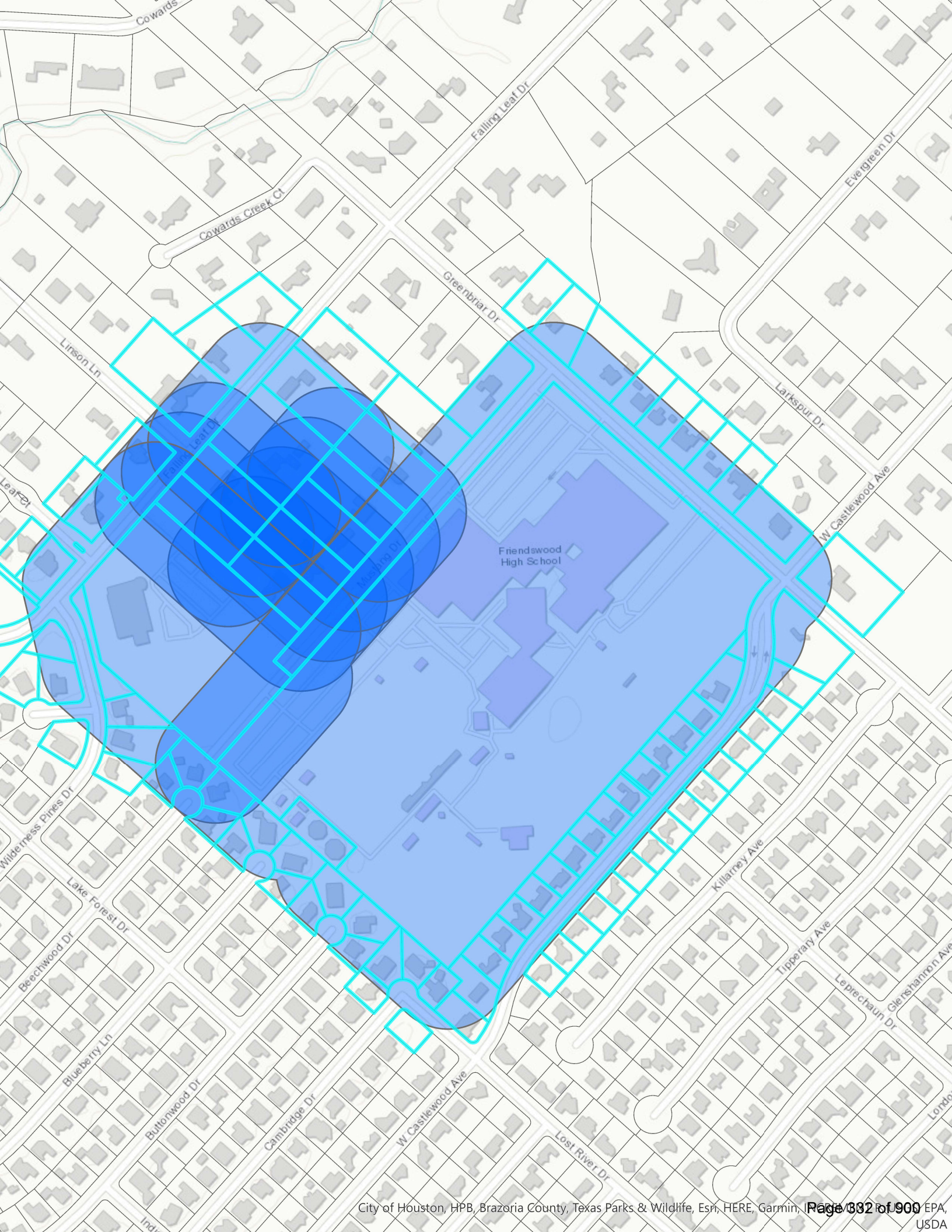
Cowards Creek Ct
Falling Leaf Dr
Evergreen Dr
Greenbriar Dr
Linson Ln
Larkspur Dr
W Castlewood Ave
Friendswood High School
Wilderness Pines Dr
Lake Forest Dr
Beechwood Dr
Killarney Ave
Tipperary Ave
Leprechaun Dr
Glenshannon Ave
Blueberry Ln
Buttonwood Dr
Cambridge Dr
Lost River Dr
City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, USDA, EPA,
USDA


PROPOSED
ZONE
CHANGE
MORE INFORMATION:
zoning.friendswood.com
PUBLIC HEARING
AUGUST 26, AT 7:00 PM
SEPTEMBER 13, AT 5:30 PM
CITY HALL

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/02/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Friendswood High School is already located at the site. Over the years, the existing buildings and sports facilities have been renovated and expanded in order to facilitate the needs of the students and the school district. The Natatorium was constructed in 2009. The District acquired seven residential lots between Falling Leaf Drive and Mustang Drive to provide more land for expansion. In 2020, voters approved a bond for the district and part of that bond program included changes to the high school campus including: a new performing arts center (auditorium), renovation of the existing auditorium and fine arts wing, renovation of existing CTE spaces, new competition gym with storage and locker rooms, existing locker room renovations, and reconfigure and add athletic field space. The current zoning of Single Family Residential (SFR) allows NAICS Use #6111 Elementary and Secondary Schools with a Specific Use Permit (SUP).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies 800 Greenbriar as "Public" and the remainder of the tracts as "Low Density Residential;" however, the 2021 Draft of the Future Land Use Map identifies all of the property intended for "Public and Semi-Public" use.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the requested Specific Use Permit (SUP) for 54.805 acres, for Friendswood High

School with the following conditions:
1. Correct fence note on site plan to ensure that an 8-foot opaque fence is constructed along the property line adjacent to 1011 Falling Leaf and 1010 Mustang Drive where the new athletic fields will be constructed.
2. Move the proposed soccer field a minimum of 40 feet towards Pride Drive away from 1011 Falling Leaf, as agreed in the meeting
3. Consider constructing sidewalks along Falling Leaf.
4. Consider swapping the location of the soccer field and the shot put and discus landing areas to allow more room between the soccer goal and the residential property.

See the P&Z Recommendation Memo for the full recommendation.

ATTACHMENTS

1. Ord 2021-XX FHS SUP 08-27-2021 mkf
2. Exhibit A FHS SUP
3. EXHIBIT B FHS SUP

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX "C" "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, SECTION 3, "PROVISION FOR OFFICIAL ZONING MAP", REZONING THE PROPERTY LOCATED AT 702/800 GREENBRIAR DRIVE (MAIN CAMPUS AND SPORTS FIELDS) BEING A 39.166 ACRE TRACT OF LAND LOCATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT NUMBER 151; 1115 FALLING LEAF DR (NATATORIUM) BEING 7.788 ACRES ALSO KNOWN AS LOT 1 BLOCK 1 OF THE FINAL PLAT OF FRIENDSWOOD HIGH SCHOOL EXPANSION; AND 1013 FALLING LEAF DR.; 1101 FALLING LEAF DR.; 0 FALLING LEAF DR.; 1014 MUSTANG DR.; 1018 MUSTANG DR.; 1102 MUSTANG DR.; 1108 MUSTANG DR. (RESIDENTIAL LOTS FOR EXPANSION) BEING APPROXIMATELY 7.84 ACRES ALSO KNOWN AS LOTS 2, 3, 4, 6, 7, 8 AND 9 OF BRENHAM ESTATES, ALL IN FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN THE BACKUP MATERIALS, TO REPLACE SPECIFIC USE PERMIT (SUP) 98-22 WITH A REVISED SPECIFIC USE PERMIT (SUP) TO ALLOW NAICS USE #6111 ELEMENTARY AND SECONDARY SCHOOLS THAT WILL OVERLAY ALL OF THE DESCRIBED PROPERTIES WHICH ARE ZONED SINGLE FAMILY RESIDENTIAL (SFR) PURSUANT TO THE ATTACHED SITE PLANS INCLUDED IN EXHIBIT "B"; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, Friendswood Independent School District, (the "Owner"), represented by Erich Kreiter, owner of real property located within the City located at 702/800 Greenbriar Dr (main building and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151, City of Friendswood Galveston County, Texas and said 39.166 acre tract of land being the remainder of a called 41.558 acre tract described in the deed to Friendswood Independent School District recorded under Book 1835, Page 6 of the Galveston County Deed Records (GCDR); 1115 Falling Leaf Dr (natatorium) known as Lot 1 Block 1 of the Final Plat of

Friendswood High School Expansion, 7.788 acres being all of Lots 1 & 5 Brenham Estates (Volume 18, Page 601, GCMR) and a portion of Lot 3, Block H Central Park Subdivision (Volume 15, Page 151, GCMR) Friendswood, Galveston County, Texas; and 1013 Falling Leaf Dr., 1101 Falling Leaf Dr., 0 Falling Leaf Dr., 1014 Mustang Dr., 1018 Mustang Dr., 1102 Mustang Dr., 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, 9.8470 Acres out of Block "H" Central Park Subdivision (Volume 105, Page 151, GCMR) Friendswood, Galveston County, Texas, as also depicted in Exhibit "A" incorporated herein by reference, (the "Property"); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR) pursuant to the attached site plans included in Exhibit "B" and incorporated by reference, all as more specifically provided herein; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application with the following conditions:

1. Correct fence note on site plan to ensure that an 8-foot opaque fence is constructed along the property line adjacent to 1011 Falling Leaf and 1010 Mustang Drive where the new athletic fields will be constructed.

2. Move the proposed soccer field a minimum of 40 feet towards Pride Drive away from 1011 Falling Leaf, as agreed in the meeting
3. Consider constructing sidewalks along Falling Leaf.
4. Consider swapping the location of the soccer field and the shot put and discus landing areas to allow more room between the soccer goal and the residential property; and

WHEREAS, following the public hearing and recommendations from the Planning and Zoning Commission, the applicant incorporated items 1 and 2 into the site plan and landscape plan; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its application for SUP), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in granting this SUP, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR) pursuant to the attached site plans included in Exhibit "B."

Section 3. The Official Zoning Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a

brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who fails to comply with any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

EXHIBIT “A”

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

City of Friendswood
JUL 26 2021
Received by: BB

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☒ Specific Use Permit Option 2

SUP for Use(s) #: (011)

PROPERTY IDENTIFICATION:

Address: 702 GREENBRIAR Drive Friendswood, Texas 77546

Platted Land – Plat Name: Final Plat of Friendswood High School Expansion Brenham Estates Lot: 1 Block: 1
Lots: 2-4 & 6-9, Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Friendswood Independent School District Phone: 281-482-1267

Owner's Mailing Address: 302 Laurel Drive

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: EKREITER@FISD112.NET

AGENT'S NAME : ROBERT MOHLER (PBK) Phone: 713.965.0608

Agent's Mailing Address: 11 GREENWAY PLAZA, 22 ND FLOOR

City: HOUSTON State: TX Zip: 77046 Fax: 713.961.4571

Agent's Email Address: ROBERT.MOHLER@PBK.COM

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature _____ Date: 7/23/2021

Agent's Signature: _____ Date: 7/23/2021

Received By: Becky Bennett	Application Number: PLAN-2021-0041
Date of Public Hearing: 8.26.21, 9.13.21	Received Date: 7.26.2021
Property Owner Notices: 8.13.2021	Newspaper Notice: 8.4.2021
	Sign on Property: 8.13.2021

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☑ Application Fee of $300 (PUD $500)
(Changes in/to Downtown District may be eligible for fee waiver)

☑ Current Deed of Record

☑ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

THE STATE OF TEXAS)

COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS:

27416

THAT I, CECIL BROWN, doing business as Brown Investment Company, of Galveston County, Texas, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, cash to Cecil Brown, dba Brown Investment Company, in hand paid by the Friendswood Independent School District, the receipt of which is hereby acknowledged, have GRANTED SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said Friendswood Independent School District, of Galveston County, Texas, the following described tract or parcel of land, lying and being situated in Galveston County, Texas, to-wit:

DEED BOOK 1835 PAGE 6

A part of Lots 1, 2, 3 and 4 in Block "H" Central Park, a Subdivision in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, according to map thereof recorded in Vol. 105, Page 151, in the office of the County Clerk of Galveston County, Texas and based on a survey by C. C. Washington, former Galveston County Surveyor, in 1937 of said Block "H", and being more fully described by metes and bounds as follows:

Commencing at the East corner of Lot 2, Block "H" of Central Park, a subdivision in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, said commencing point, for the purposes of this description being the intersection point of the Southwest right-of-way line of a Northwest-Southeast 40 foot road with the Northwest right-of-way line of a Northeast-Southwest 40 foot road, said roads being shown on the plat of said Central Park, recorded in the Office of the County Clerk of Galveston County, Texas, in Volume 105, Page 151;

THENCE, South 45 deg. 00 min. West, along the Northwest Right-of-way line of said NE-SW 40 foot road and along the Southeast line of said Lot 2, a distance of 10 feet to a 1-1/2 inch iron pipe for the beginning point of the tract herein described;

THENCE, from said beginning point, continuing South 45 deg. 00 min. West along the Northwest right-of-way line of said NE-SW 40 foot road and along the Southeast line of said Lot 2 and of Lot 4 of the same Block "H", at 965.25 feet, passing the South corner of said Lot 2 which is the East corner of said Lot 4, and continuing for a total distance of 1684.9 feet to a one inch pipe set at a fence corner;

THENCE North 45 deg 05 min. 48 sec. West, along a fence line, at 862.6 feet crossing the common line of Lots 4 and 3 of said

Block "H", said line being the Northwest line of said Lot 4 and the Southeast line of said Lot 3, and continuing for a total distance of 1067.5 feet to a one inch pipe for corner;

THENCE, North 45 deg 00 min. East, parallel to the Southeast line of Lots 3 and 1 of said Block "H", at 721.45 feet, crossing the common line of said Lots 3 and 1, said line being the Northeast line of said Lot 3 and the Southwest line of said Lot 1 and continuing for a total distance of 1686.7 feet to a one inch pipe for corner;

THENCE South 45 deg 00 min. East, 10 feet perpendicularly distant Southwest from and parallel to the Northeast line of said Lots 1 and 2, and along the Southwest line of what is now a 60 foot road, at 204.9 feet, crossing the Southeast line of said Lot 1 and the Northwest line of said Lot 2, and continuing for a total distance of 1067.5 feet to the place of beginning and containing 41.558 acres, more or less, and being all out of Block "H" of said Central Park.

This conveyance is encumbered by an oil pipe line right-of-way to Humble Pipe Line Company, recorded in Volume 591, . page 550, in the offices of the County Clerk of Galveston County, Texas, and located on the plat prepared by Paul A. Milligan, December 14, 1966.

There is dedicated by this conveyance a strip of land 80 feet wide along the full length of the Northwest side of the above described property for public road purposes. One-half of said public road, or 1.558 acres, is donated by Cecil Brown, doing business as Brown Investment Company, but included in this conveyance. Friendswood Independent School District joins in this conveyance for the purpose of evidencing its dedication of the other one-half of said public road abovementioned.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Friendswood Independent School District, their successors and assigns, forever; and I, Cecil Brown, doing business as Brown Investment Company , do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Friendswood Independent School District, their successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

WITNESS OUR HANDS, this the 1st day of January, 1967.

Cecil Brown

Cecil Brown, dba
BROWN INVESTMENT COMPANY

DEED
BOOK 1835 PAGE 7

ATTEST:

Percy Hurt, Sec.

C. W. Cline, President
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

DEED
BOOK 1835 PAGE 8

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, a Notary Public in and for Galveston County, Texas, on this day personally appeared Cecil Brown, doing business as Brown Investment Company, known to me to be the person whose name is subscribed to the foregoinginstrument, and acknowledged to me that he executed the same for the purposes and consideration therein expres sed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of January, A. D. 1967.

Marguerite Obenhaus
Notary Public in and for Galveston County, Texas

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, a Notary Public in and for Galveston County, Texas , on this day personally appeared C. W. Cline, president Friendswood Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of January, A.D. 1967.

Alice Odell
Notary Public in and for Galveston County, Texas.



FILED FOR RECORD
at 2:25 o'clock P M
JAN 23 1967
GERTRUDE McKENNA
CLERK CO. CT. GALVESTON COUNTY, TEXAS
By Helen Bryant Deputy

STATE OF TEXAS COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.

JAN 23 1967

COUNTY CLERK, Galveston County, Texas

DEED
BOOK 1835 PAGE 9

Stewart/Lovelace
97207137-9

GAL 9803814 3 PGS

012-30-1786

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON *

That **JACO FAMILY TRUST** of Galveston County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor cash in hand paid by **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**, hereinafter called Grantee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee of 302 Lauren Drive, Friendswood, Galveston County, Texas 77546, all that certain property situated in Galveston County, Texas, described as follows, to-wit:

A tract or parcel of land out of Lot Three (3), in Block "H", of CENTRAL PARK, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Voleume 105, Page 151, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the North corner of Block "H" of Central Park, said commencing point for the purposes of this description being the intersection of the Southwest right-of-way line of a Northeast-Southeast (40) foot road, said roads being shown on the plat of said Central Park;

THENCE South 45 degrees 00 minutes West, along the Northwest line of said Block "H", a distance of 1324.60 feet;

THENCE South 45 degrees 00 minutes East, parallel to the Northeast line of said Block "H", a distance of 10.00 feet to the PLACE OF BEGINNING of the tract herein described;

THENCE South 45 degrees 00 minutes East, parallel to the Northeast line of said Block "H", a distance of 647.70 feet to a 1/2 inch iron rod found for corner;

THENCE South 45 degrees 00 minutes West, parallel to the Northwest line of said Block "H", a distance of 370.13 (called 372.10) feet to a 1/2 inch iron rod found for corner;

THENCE North 45 degrees 05 minutes 18 seconds West, a distance of 427.59 feet to a 1/2 inch iron rod found for corner;

THENCE North 10 degrees 49 minutes 15 seconds West, a distance of 265.785 feet to a 5/8 inch iron rod found for corner;

THENCE North 45 degrees 00 minutes East, a distance of 221.32 feet to the PLACE OF BEGINNING.

This conveyance is made and accepted subject to all restrictions, easements, rights-of-way, oil, gas and mineral leases and royalty and mineral conveyances and reservations of record, if any, in the Office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors, administrators, heirs and assigns forever, and Grantor does hereby bind itself, its successors and assigns, heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors, administrators, heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Whenever the context or construction of this document so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely; and, in addition thereto, shall encompass all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective parties named herein, and shall be binding upon and inure to the benefit of not only said parties but also their respective heirs, executors, administrators, successors and assigns.

WITNESS THE EXECUTION HEREOF this 29 day of Jan., 1998.

JACO FAMILY TRUST

BY: Sandra M. Jaco Trustee
Sandra M. Jaco, Trustee

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 29 day of Jan., 1998, before me, the undersigned Notary Public, personally appeared Sandra M. Jaco, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his/her capacity as Trustee of **Jaco Family Trust** and acknowledged that he/she executed the same for the purpose contained therein on behalf of said **Jaco Family Trust.**

Monica Loveland
Notary Public, State of Texas

MONICA LOVELAND
Notary Public, State of Texas
My Commission Expires
AUGUST 2, 1998

After recording, return to:
Grantee's Address
Friendswood I.S.D.
302 Laurel Drive
Friendswood, TX 77546

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

1-30-98 11:18 AM 9803814
GULIS_M $13.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

State

CHICAGO TITLE
GF 227904 PAG/CL

GAL 9846822 3 PGS

012-95-0976

WARRANTY DEED

Date: JULY 29, 1998

Grantor: BRENCO DEVELOPMENT, INC., a Texas corporation

Grantor's Mailing Address (including county):

P. O. BOX 57881
WEBSTER, HARRIS COUNTY, TEXAS 77598-7881

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address (including county):

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
302 LAUREL
FRIENDSWOOD, TEXAS 77546

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, cash, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots One (1) and Five (5) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; taxes for 1998, the payment of which Grantee assumes.

Grantee shall erect and at all times maintain adequate screening (minimum six foot (6') cedar fence) between the property and the adjoining Lots Two (2) and Six (6) of Brenham Estates.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

BRENCO DEVELOPMENT, INC.

BY: Brenda J. Ham, President

ACCEPTED:

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

BY: _____
JOHN S. STANFIELD, PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by Brenda J. Ham, PRES of BRENCO DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

_____
Notary Public - State of Texas
Notary's Printed Name:

_____
My Commission Expires:

_____

PHYLLIS GRIFFIN
MY COMMISSION EXPIRES
May 15, 2002

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by John S. Stanfield, Pres. of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

_____
Notary Public - State of Texas
Notary's Printed Name:

_____
My Commission Expires:

_____

FOLLOWING RECORIDNG RETURN TO:
FRIENDSWOOD INDEPENDENT SCHOOL
DISTRICT
ATTENTION: JOHN S. STANFIELD
PRESIDENT
302 LAUREL
FRIENDSWOOD, TEXAS 77546

012-95-0978

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

9-22-98 10:40 AM 9846822
PACH_A $11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

OF 2279041PG

BAC 7842224 J P45

012-88-1941

WARRANTY DEED

Date: JULY 29, 1998

Grantor: BRENCO DEVELOPMENT, INC., a Texas corporation

Grantor's Mailing Address (including county):

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address (including county):

302 LAUREL DR.
FRIENDSWOOD, TX 77546
ATT:N CURTIS WILSON

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, cash, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots One (1) and Five (5) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; taxes for 1998, the payment of which Grantee assumes.

Grantee shall erect and at all times maintain adequate screening (minimum six foot (6') cedar fence) between the property and the adjoining Lots Two (2) and Six (6) of Brenham Estates.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

BRENCO DEVELOPMENT, INC.

BY: Brenda J. Ham, President
Brenda J. Ham, Pres.

ACCEPTED:

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

BY: John S. Stanfield
John S. Stanfield, Pres.

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by Brenda J. Ham, Pres of BRENCO DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:

PHYLLIS GRIFFIN
MY COMMISSION EXPIRES
May 15, 2002

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998, by John S. Stanfield, Pres of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:

PHYLLIS GRIFFIN
MY COMMISSION EXPIRES
May 15, 2002

CHICAGO TITLE INSURANCE CO.
16511 SPACE CENTER BLVD. STE 103
HOUSTON TX. 77058

012-88-1943

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

8-28-98 10:15 AM 9842224
NASCH_T $11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: ~~April~~ May 1, 2013

Grantor: RAYMOND J. KRAJCA and JULIANA M. KRAJCA, husband and wife

Grantor's Mailing Address (including county):

1608 White Wing Circle
Friendswood, Texas 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Lot Two (2), of Final Plat of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Record 18, Map No. 601, of the Plat Records of Galveston County, Texas.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

ATH / 3030380

FILED BY
ALAMO TITLE COMPANY

When the context requires, singular nouns and pronouns include the plural.

RAYMOND J. KRAJCA

JULIANA M. KRAJCA

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15th day of ~~April~~ May, 2013, by RAYMOND J. KRAJCA.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 1 day of ~~April~~ May, 2013, by JULIANA M. KRAJCA.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

Return to:
302 Laurel
Friendswood, Tx 77546
Attn: Patricia Hanks

(H:\jkm\title co\Apr13\22-13030380-GH)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

2013 May 09 12:36 PM Fee: $ 20.00
2013028821
DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: November 7, 2019

Grantor: PAUL DOUGLAS HAHN and TINA M. HAHN, husband and wife

Grantor's Mailing Address (including county):
1101 Falling Leaf Dr.
Friendswood, Texas 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Lot Three (3), Final Plat of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Records 18, Map Number 601, Galveston County Map Records of Galveston County, Texas.

Reservations from and exceptions to Conveyance and Warranty:

Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's

FILED BY ATCH 19092373
ALAMO TITLE COMPANY
(HOUSTON)

heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this General Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this General Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OR TITLE EXPRESSLY SET FORTH HEREIN.

Paul Douglas Hahn

PAUL DOUGLAS HAHN

TINA M. HAHN

AGREED TO AND ACCEPTED BY:

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By:

Name: THAD ROHER

Title: Superintendent

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by PAUL DOUGLAS HAHN.

Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

GLENNIE E. HEFNER
Notary Public, State of Texas
Comm. Expires 05-09-2020
Notary ID 2187118

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by TINA M. HAHN.

GLENNIE E. HEFNER
Notary Public, State of Texas
Comm. Expires 05-09-2020
Notary ID 2187118

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by THAD ROHER, Superintendent of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of said school district.

GLENNIE E. HEFNER
Notary Public, State of Texas
Comm. Expires 05-09-2020
Notary ID 2187118

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

(H:\jkm\titleco\Nov19\22-19092373-GH)

FILED AND RECORDED

Instrument Number: *2019061962*

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 11/08/2019 12:32PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: August 31, 2017

Grantor: Brenda J. Ham

Grantor's Mailing Address: 1616 Centolani St.
League City, TX 77573

Grantee: Friendwood ISD

Grantee's Mailing Address: 302 Laurel Dr.
Friendswood, TX 77546

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

Lot Four (4) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

STEWART TITLE
17167038571 / DA/178

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

BRENDA J. HAM

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 31 day of Aug., 2017, before me, the undersigned Notary Public, personally appeared **Brenda J. Ham**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.



Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: *2017053236*

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 09/01/2017 3:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: November 20, 2014

Grantor: ERIC D. SCHULTZ and P. SUSAN SCHULTZ, husband and wife

Grantor's Mailing Address (including county):

1108 Mustang Dr.
Friendswood, TX. 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546-3923

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Lot Six (6), in Block One (1) of FINAL PLAT of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Records 18, Map Number 601, of the Map Records of Galveston County, Texas.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the Property. Taxes for the current year have been prorated to date of closing.

ATCH1404 5831

FILED BY
ALAMO TITLE COMPANY

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION.

ERIC D. SCHULTZ

P. SUSAN SCHULTZ

AGREED TO AND ACCEPTED BY:

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By: Patricia Hanks
Name: PATRICIA HANKS
Title: Superintendent

THE STATE OF TEXAS {}
COUNTY OF ~~HARRIS~~ Galveston {}

This instrument was acknowledged before me on the 21st day of November, 2014, by ERIC D. SCHULTZ.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}
COUNTY OF ~~HARRIS~~ Galveston {}

This instrument was acknowledged before me on the 21st day of November, 2014, by P. SUSAN SCHULTZ.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}
COUNTY OF Galveston {}

This instrument was acknowledged before me on the 20th day of November, 2014, by PATRICIA HANKS, Superintendent of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT.

G. HEFNER
Notary Public, State of Texas
My Commission Expires
MAY 09, 2016

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

Return to:

Friendswood ISD
Attn: Patricia Hanks
302 Laurel
Friendswood, TX. 77546

(H:\ns\title\co\November 2014\22-14045831-GH)

FILED AND RECORDED

Instrument Number: *2014067068*

Recording Fee: 34.00

Number Of Pages: 4

Filing and Recording Date: 11/24/2014 12:46PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Reserved for Recording Office:

After Recording, Return To:

_____

_____

_____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: December 19, 2019

GRANTOR: **EDWIN HUNTER HARRIS, III AND KERRY A. HARRIS, HUSBAND AND WIFE**

GRANTOR'S ADDRESS (including county): 1102 Mustang Drive, Friendswood, Galveston County, TX 77546

GRANTEE: **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**

GRANTEE'S ADDRESS (including county): 302 Laurel, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Lot 7, of FINAL PLAT OF BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral

CHICAGO TITLE
GF CTT 5716096

severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EDWIN HUNTER HARRIS, III

KERRY A. HARRIS

STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on this the 19 day of December, 2019, by Edwin Hunter Harris, III and Kerry A. Harris, husband and wife.

SUSAN CAROL WAGERS
My Notary ID # 2746664
Expires March 9, 2023

Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: *2019070174*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 12/20/2019 10:06AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY AND ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: March 9th, 2018

Grantor: David Branham and Laurie Branham

Grantee: Friendswood Independent School District

Grantee's Mailing Address:

302 Laurel Drive
Friendswood, TX 77546

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

Lot 8, BRENHAM ESTATES, according to the map or plat thereof, recorded in Volume 18, Page 601, Map Records, Galveston County, Texas.

Reservations from Conveyance:

NONE

Exceptions to Conveyance and Warranty:

The conveyance is made and accepted subject to any and all Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

David Branham

Laurie Branham

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 9 day of March, 2018 by David Branham and Laurie Branham.

Notary Public, State of Texas

D. WILSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
MARCH 4, 2020
NOTARY ID: 10458649

After Recording, Return To:

302 Laurel Drive
Friendswood, TX 77546

FILED AND RECORDED

Instrument Number: *2018018027*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 03/28/2018 1:28PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Reserved for Recording Office:

After Recording, Return To:

_____

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: November 15, 2019

GRANTOR: **ROGER ALAN STANFIELD, JR. AND WIFE, BONNIE ELIZABETH STANFIELD**

GRANTOR'S ADDRESS (including county): 1014 Mustang Drive, Friendswood, Galveston County, TX 77546

GRANTEE: **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**

GRANTEE'S ADDRESS (including county): 1014 Mustang Drive, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Lot Nine (9), of FINAL PLAT OF BRENHAM ESTATES, an addition in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral

CHICAGO TITLE
GF# CT19114083

severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

ROGER ALAN STANFIELD, JR.

BONNIE ELIZABETH STANFIELD

STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on this the 15 day of November, 2019, by Roger Alan Stanfield, Jr. and wife, Bonnie Elizabeth Stanfield.

SUSAN CAROL MAGERS
My Notary ID # 2748634
Expires March 8, 2023

Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: *2019063576*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 11/18/2019 2:59PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

39.166 ACRES
1,706,071 SQUARE FEET
SARAH McKISSICK SURVEY
ABSTRACT NO. 151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 39.166 acre (1,706,071 square foot) tract of land located in the Sarah McKissick Survey, Abstract Number 151, City of Friendswood, Galveston County, Texas and said 39.166 acre tract of land being the remainder of a called 41.558 acre tract described in the deed to Friendswood Independent School District recorded under Book 1835, Page 6 of the Galveston County Deed Records (G.C.D.R.), said 39.166 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "CL Davis" found marking the south corner of the intersection of southeasterly Right-of-Way (R.O.W.) line of Mustang Road (based on a width of 80 feet) recorded under Volume (Vol.) 1835, Page (Pg.) 6, G.C.D.R. and the southwesterly R.O.W. line of Greenbriar Drive (based on a width of 70 feet) recorded under Book 105, Pg. 151, Galveston County Map Records (G.C.M.R.) and being the most easterly north corner of the herein described tract;

THENCE, South 48 degrees 16 minutes 17 seconds East, departing the southeasterly R.O.W. line of said Mustang Road and along the southwesterly R.O.W. line of said Greenbriar Drive, a distance of 988.10 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the west corner of the intersection of the southwesterly R.O.W. line of said Greenbriar Drive and the northwesterly R.O.W. line of West Castlewood Avenue (based on a variable width) recorded under Vol. 15, Pg. 119, G.C.M.R. and the east corner of the herein described tract;

THENCE, South 41 degrees 28 minutes 32 seconds West, departing the southwesterly R.O.W. line of said Greenbriar Drive and along the northwesterly R.O.W. line of said West Castlewood Avenue, a distance of 102.18 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the beginning of a non-tangent curve to the left in the southeasterly line of the herein described tract;

THENCE, in a southerly direction, along said curve to the left, continuing along the northwesterly R.O.W. line of said West Castlewood Avenue, having a radius of 235.00 feet, a central angle of 21 degrees 07 minutes 18 seconds (chord bears South 13 degrees 48 minutes 25 seconds West, 86.14 feet, and an arc distance of 86.23 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set in the northwesterly R.O.W. line of said West Castlewood Avenue and marking the north corner of Reserve "A", Wilderness Trails, a subdivision recorded under Vol. 15, Pg. 119, G.C.M.R. and an angle in the southeasterly line of the herein described tract;

THENCE, South 41 degrees 28 minutes 32 seconds West, departing the northwesterly R.O.W. line of said West Castlewood Avenue and along the northwesterly line of said Wilderness Trails, a distance of 1,504.53 feet, to a 5/8-inch iron rod found in the northeasterly line of Lot 64, Block 3, Wilderness Trails Section III, a subdivision recorded under Vol. 18, Pg. 293, G.C.M.R. and marking the most northerly west corner of Lot 14, said Wilderness Trails and the south corner of the herein described tract;

THENCE, North 48 degrees 12 minutes 20 seconds West, along the northeasterly line of said Wilderness Trails Section III, a distance of 40.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking an angle in the northeasterly line of said Wilderness Trails Section III and the southeasterly line of herein described tract;

THENCE, North 48 degrees 20 minutes 40 seconds West, continuing along the northeasterly line of said Wilderness Trails Section III, a distance of 451.33 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the south corner of the called 0.5739 acre tract described in deed to City of Friendswood recorded under Galveston County Clerk's File Numbers (G.C.C.F. No.) 8457504 and 8507123 and an exterior corner of the herein described tract;

THENCE, North 41 degrees 39 minutes 20 seconds East, departing the northeasterly line of said Wilderness Trails Section III and along the southwesterly line of said called 0.5739 acre tract, a distance of 100.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the east corner of said called 0.5739 acre tract and an interior corner of the herein described tract;

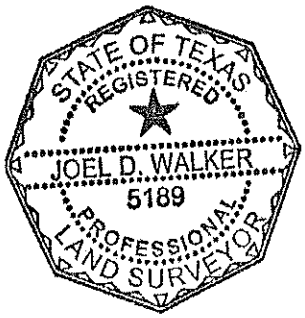
THENCE, North 48 degrees 20 minutes 40 seconds West, along the northeasterly line of said called 0.5739 acre tract, a distance of 250.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the north corner of said called 0.5739 acre tract and an interior corner of the herein described tract;

THENCE, South 41 degrees 39 minutes 20 seconds West, along the northwesterly line of said called 0.5739 acre tract, a distance of 100.00 feet, to the northeasterly line of Lot 24, Block 3, aforesaid Wilderness Trails Section III, and the west corner of said called 0.5739 acre tract and an exterior corner of the herein described tract, from which a 5/8-inch iron rod found bears, North 44 degrees 54 minutes East, 0.39 feet;

THENCE, North 48 degrees 20 minutes 40 seconds West, along the northeasterly line of said Wilderness Trails Section III, a distance of 294.19 feet, to the south corner of Lot 1, Block 1, Final Plat of Friendswood High School Expansion, a subdivision recorded under Vol. 18, Pg. 990, G.C.M.R. and the west corner of the herein described tract;

THENCE, North 41 degrees 43 minutes 41 seconds East, along the southeasterly line of said Lot 1, Block 1, Final Plat of Friendswood High School Expansion passing at a distance of 370.70, the most easterly southwest corner of said Lot 1, Block 1, Final Plat of Friendswood High School Expansion and the south corner of aforesaid Mustang Road, continuing along the southeaster R.O.W. line of said Mustang Road a total distance of 1,684.04 feet, to the POINT OF BEGINNING and containing a computed area of 39.166 acre (1,706,071 square foot) of land.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



Joel D. Walker Date: 7/21/21
Texas Registration No. 5189
Revised: 7/30/21

ABBREVIATIONS:

F.C.–FILM CODE
FND.–FOUND
FT.–FEET
G.C.C.F.–GALVESTON COUNTY CLERK'S FILE
G.C.D.R.–GALVESTON COUNTY DEED RECORDS
G.C.M.R.–GALVESTON COUNTY MAP RECORDS
I.P.–IRON PIPE
No.–NUMBER
PG.–PAGE
R.O.W.–RIGHT–OF–WAY
SQ.–SQUARE
VOL.–VOLUME

CALLED 41.558 ACRES
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
BOOK 1835, PAGE 6 G.C.D.R.

39.166 ACRES
1,706,071 SQ. FT.

MUSTANG ROAD
(80' R.O.W.)
VOL. 1835, PG. 6 G.C.D.R.

MUSTANG ACRES
VOL. 18, PG. 434, G.C.M.R.

BRENHAM ESTATES
VOL. 18, PG. 601, G.C.M.R.

GREENBRIAR SUBDIVISION
SECTION ONE
VOL. 15, PG. 8, G.C.M.R.

GREENBRIAR DRIVE
(70' R.O.W.)
BOOK 105, PG 151, G.C.M.R.

WEST CASTLEWOOD AVENUE
(60' R.O.W.)
BOOK 105, PG. 151 G.C.M.R.

CALLED 1.3459 ACRES
CURTIS W. RAMSAY AND
CAROLYN A. RAMSAY
G.C.C.F. NO. 2001031389

CALLED 0.5739 ACRE
CITY OF FRIENDSWOOD
G.C.C.F. NOS.
8457504 & 8507123

BEECHWOOD DRIVE
(60' R.O.W.)
VOL. 18, PG. 293, G.C.M.R.

BLUEBERRY LANE
(60' R.O.W.)
VOL. 18, PG. 293, G.C.M.R.

BUTTONWOOD DRIVE
(60' R.O.W.)
VOL. 18, PG. 293, G.C.M.R.

WILDERNESS TRAILS
SECTION III
VOL. 18, PG. 293, G.C.M.R.

WILDERNESS TRAILS
VOL. 15, PG. 119, G.C.M.R.

WEST CASTLEWOOD AVENUE
(R.O.W. VARIES)
VOL. 15, PG. 119 G.C.M.R.

PARK
RESERVE "A"

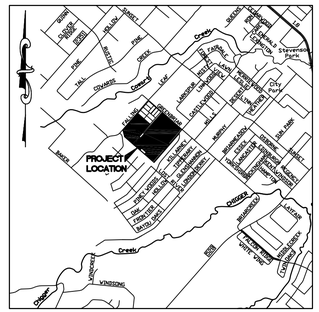
N41°43'41"E 1684.04'
S45°16'17"E 988.10'
N48°20'40"W 294.19'
N48°20'40"W 451.33'
S41°28'32"W 1504.53'

5/8" I.R. FND. W/ CAP "G. DAVIS"
5/8" I.R. FND. W/ CAP "C.L. DAVIS" BRS. N44°54'E, 0.39'
5/8" I.R. SET W/ CAP "WEST BELT SURVEYING INC"
1/2" I.R. FND.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°28'32"W	102.18'
L2	N48°12'20"W	40.00'
L3	N41°39'20"E	100.00'
L4	N48°20'40"W	250.00'
L5	S41°39'20"W	100.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	86.63'	235.00'	21°07'18"	S13°48'25"W	86.14'

VICINITY MAP



KEY MAP 656G
SCALE: 1" = 3000'

100 0 50 100 200
SCALE: 1"=100'

FRIENDSWOOD
INDEPENDENT
SCHOOL DISTRICT

EXHIBIT

39.166 ACRES
OUT OF THE
SARAH MCKISSICK SURVEY,
ABSTRACT NO. 151
CITY OF FRIENDSWOOD,
GALVESTON COUNTY, TEXAS

WEST BELT
SURVEYING, INC.
21029 PARK ROW
KATY, TX. 77449
PHONE: (281) 599-8288
FAX: (281) 492-6026
CERTIFIED FIRM NO. 10073800

NO.	DATE	REVISIONS	BY

DRAWN BY: AN	CHECKED BY:
SCALE: 1" = 100'	APPROVED BY: JDW
PROJECT NO. S371–0001B	DATE: AUGUST 6, 2021

06 Aug 2021 2:29PM AbrahimN
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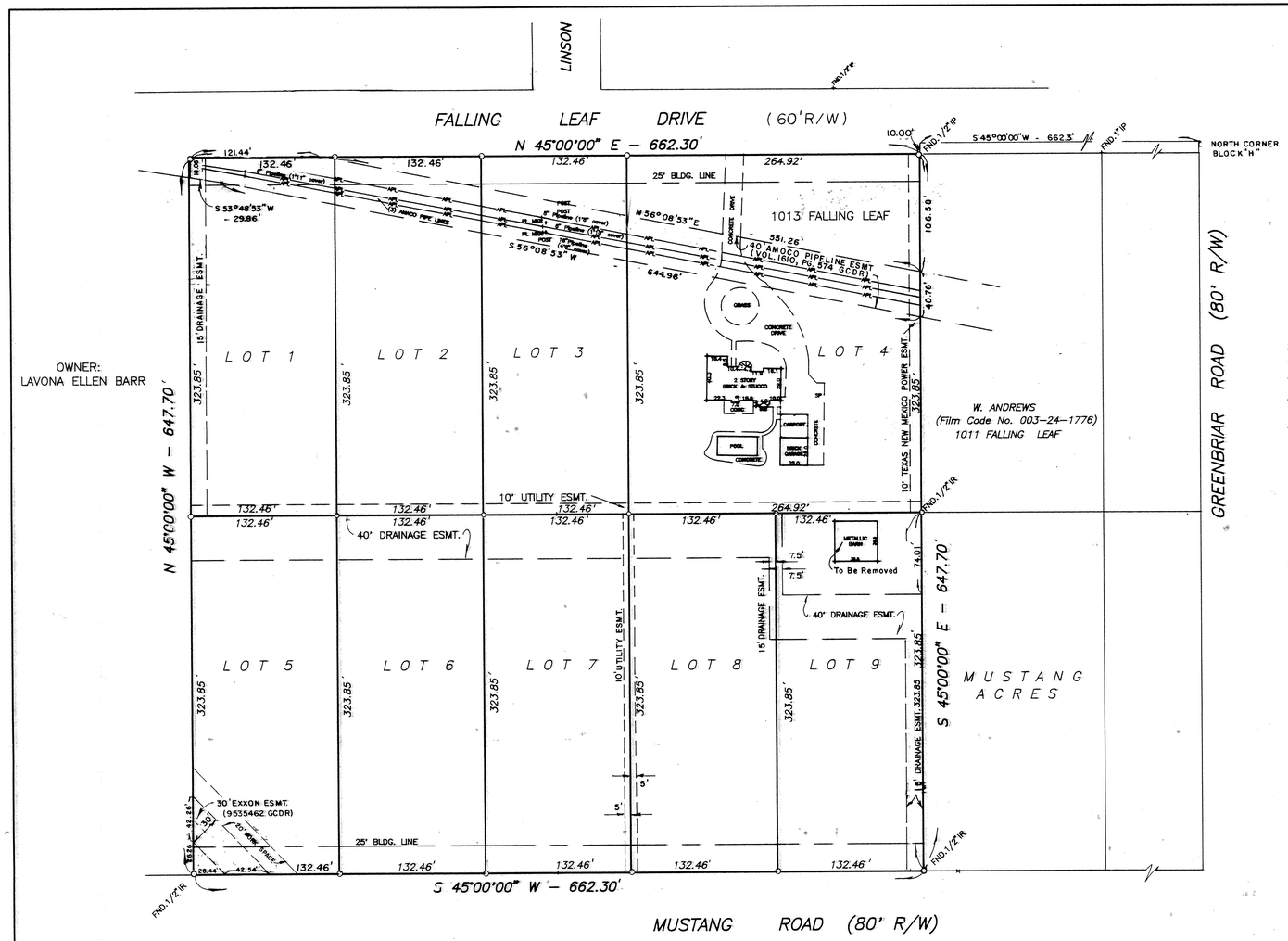
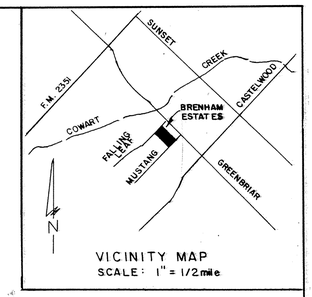
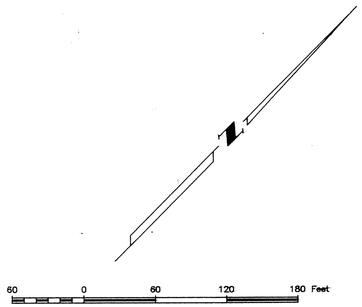




VICINITY MAP
SCALE: 1" = 1/2 mile



STATE OF TEXAS
COUNTY OF GALVESTON

WE, BRENCO DEVELOPMENT COMPANY, ACTING BY AND THROUGH BRENDA HAM, PRESIDENT, OWNERS OF THE PROPERTY, SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF BRENHAM ESTATES DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, PRIVATE DRIVES (FIRE LANES), LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS BRENHAM ESTATES LOCATED IN THE SARAH McKISSICK LEAGUE, ABSTRACT 151, FRIENDSWOOD, GALVESTON COUNTY, TEXAS AND DEDICATE TO PUBLIC USE, AS SUCH THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

Brenda Ham
BRENDA HAM
PRESIDENT BRENCO DEVELOPMENT COMPANY

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BRENDA HAM PRESIDENT BRENCO DEVELOPMENT CO. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 23rd DAY OF June, 1995.

Carolyn M. Hines
NOTARY'S SIGNATURE

CAROLYN M. HINES
Notary Public, State of Texas
My Commission Expires 3-14-96

MY COMMISION EXPIRES:
3-14-96

STATE OF MINNESOTA
COUNTY OF HENNEPIN

WE, FBS Mortgage Corporation OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS BRENHAM ESTATES, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN CLERK'S FILE NO. 9539540 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY, TEXAS DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

FBS Mortgage Corporation,
a Nevada Corporation
Jill Jaslyn-Foss
Jill Jaslyn-Foss
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF HENNEPIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, Jill Jaslyn-Foss, known TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF October, 1995.

Robert L Lockhart
NOTARY'S SIGNATURE

MY COMMISION EXPIRES:
Jan 31, 2000

NOTES:

1. THERE ARE NO PIPELINE EASEMENTS ON SUBJECT PROPERTY EXCECPT AS SHOWN.
2. THIS TRACT LIES IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485468 0005 D, DATED JUNE 03, 1988. THIS STATEMENT IS BASED ON SCALING SAID TRACT ON THE ABOVE REFERENCED MAP.
3. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.
4. DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
5. DISTURBED AREAS AND DETENTION POND SHALL BE HYDRO-MULCH SEEDED OR SODDED.
6. GERMINATION IN SEEDED AREAS SHALL MEET OR EXCEED 95% PRIOR TO FINAL ACCEPTANCE.
7. MAINTENANCE OF THE DETENTION FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER.
8. CONTACT THE CLEAR CREEK DRAINAGE DISTRICT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR THE FINAL INSPECTION.
9. 4' WIDE SIDEWALKS WILL BE REQUIRED OF BUILDER ON EACH LOT AT TIME OF CONSTRUCTION.

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT:

Neil Rancour 10/24/95
SUPERVISOR

K E Sears 10/24/95
SUPERVISOR

THIS IS TO CERTIFY THAT THE PLANNINNG AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BRENHAM ESTATES As Shown THEREON IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN AND DEVELOPMENT COORDINATOR OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, THIS 2nd DAY OF September 1995.

Ruth Henry
RUTH HENRY
DEVELOPMENT COORDINATOR

Benny R Baker
CHAIRMAN

OFFICIAL SEAL
RUTH D. HENRY
Notary Public, State of Texas
My Comm. Expires 1-29-97

I, DOUG KNEUPPER, CITY ENGINEER OF THE CITY OF FRIENDSWOOD, TEXAS DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS, AND FURTHER IT COMPLIES OR WILL COMPLY WITH ALL OF THE ORDINANCES AS ADOPTED BY THE CITY COUNCIL.

Doug Kneupper
DOUG KNEUPPER
CITY ENGINEER

THIS IS TO CERTIFY THAT I, C. L. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE WILL BE PROPERLY MARKED WITH 5/8" IRON RODS AND THAT THIS CORRECTLY REPRESENTS A SURVEY MADE BY ME.

C. L. Davis
C. L. DAVIS
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4464

STATE OF TEXAS
REGISTERED
C.L. DAVIS
4464
PROFESSIONAL LAND SURVEYOR

I, PATRICIA RITCHIE COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, AT _____ O'CLOCK, ___M., AND DULY RECORDED ON _____, AT _____ O'CLOCK, ___M., IN PLAT RECORD _____ MAP NUMBER, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY LAST ABOVE WRITTEN:

PATRICIA RITCHIE
COUNTY CLERK GALVESTON
COUNTY, TEXAS

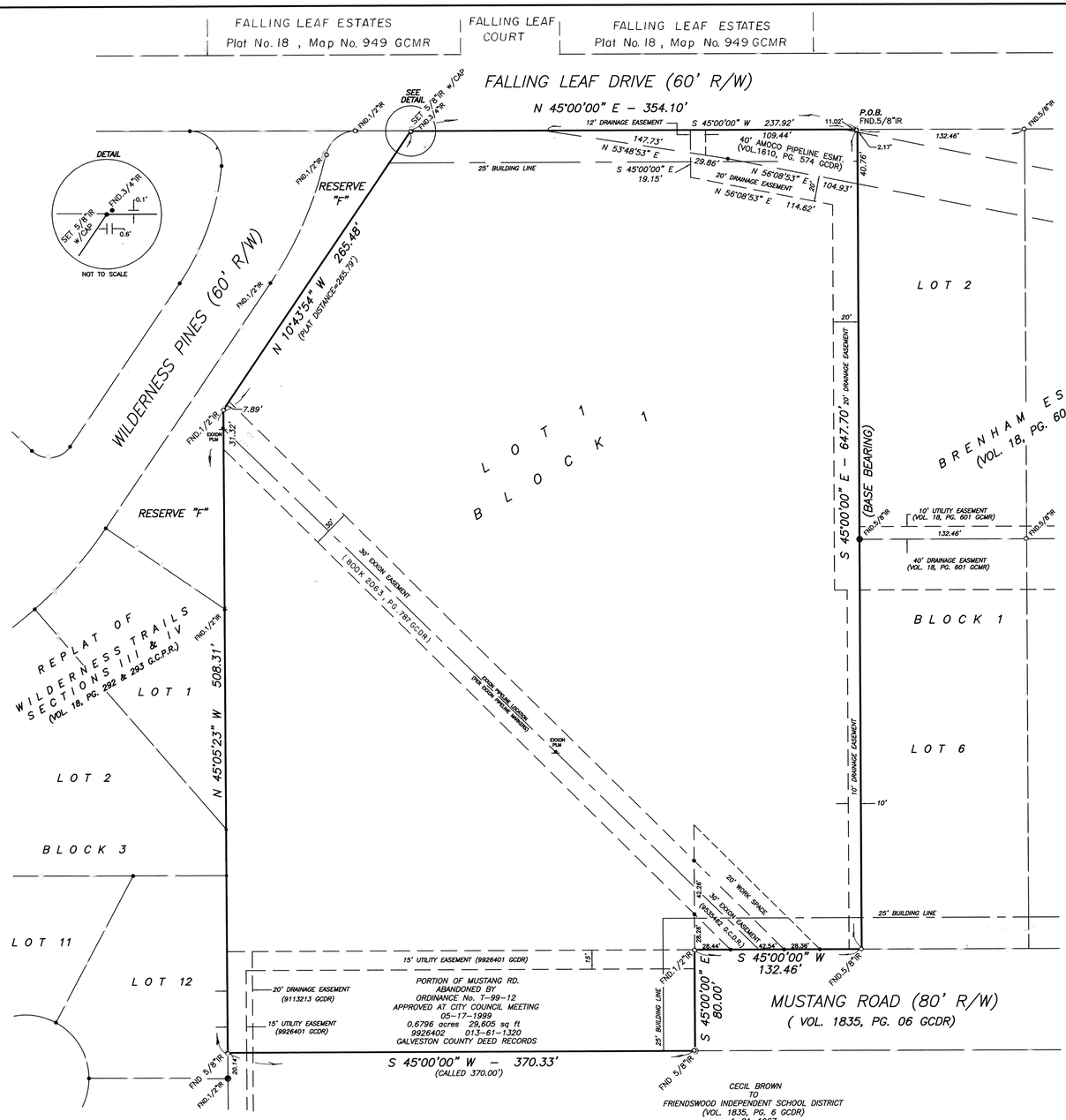
BY _____ DEPUTY

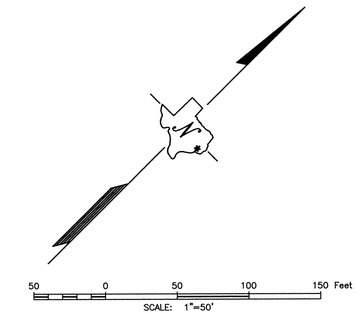
FINAL PLAT
BRENHAM ESTATES
9.8470 ACRES OUT OF
BLOCK "H"
CENTRAL PARK SUBD.
(VOL.105, PG. 151 GCMR)
FRIENDSWOOD, GALVESTON COUNTY, TEXAS
9 LOTS , 1 BLOCK
NOVEMBER , 1995

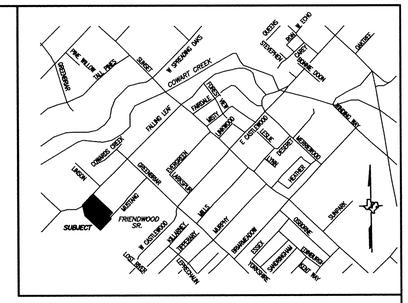
SURVEYOR:
C.L. DAVIS & COMPANY
1506 EAST BROADWAY
SUITE 103
PEARLAND, TEXAS
713-482-9490

OWNER:
BRENCO DEVELOPMENT COMPANY
20780 GULF FREEWAY
WEBSTER, TEXAS 77598

11-389
BRENHAM ESTATES






SUBJECT
SUBJECT
FRIENDSWOOD DR.
MUSTANG RD.
FALLING LEAF DR.
CORNELL DRIVE
DEERWOOD
CHEROKEE
MEDICAL
HEIGHTS
BRENHAM
BRENHAM ESTATES
BRENHAM DR.
CENTRAL PARK
WILDERNESS PINES
WILDERNESS TRAILS
REPLAT OF WILDERNESS TRAILS
CORNWALL DR.
CORNWALL CREEK
CREEK
EXXON PIPELINE
EXXON PIPELINE MARKERS
EXXON PIPELINE MARKERS
EXXON PIPELINE MARKERS

ArcGIS Web Map



7/26/2021, 2:41:54 PM

City Limits — Streets — Parcels

1:4,514

0 0.03 0.07 0.13 mi

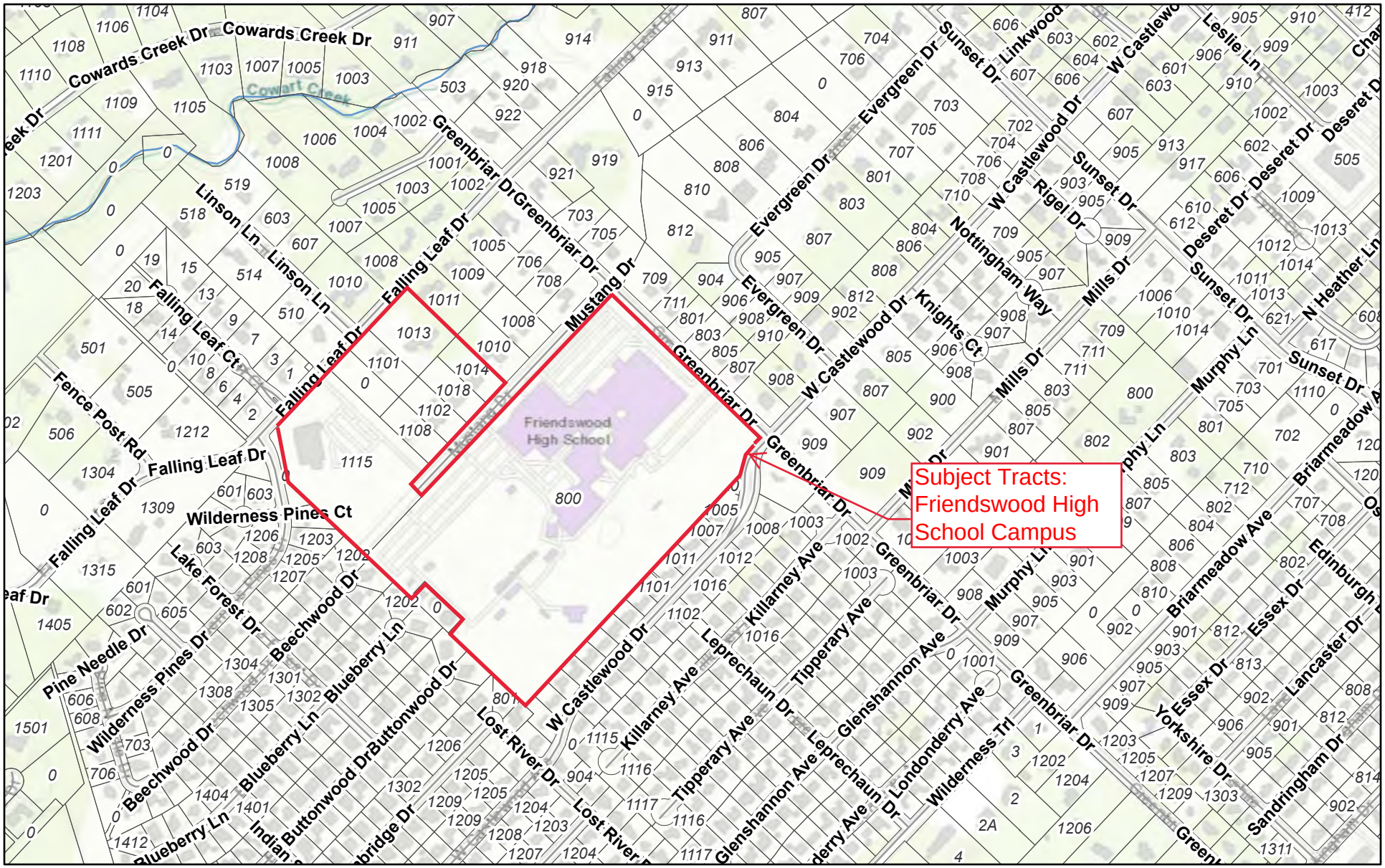
0 0.05 0.1 0.2 km

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web Map



7/26/2021, 2:36:23 PM

City Limits

Parcels

Streets

All Linear Water Features

1:9,028

0 0.05 0.1 0.2 mi

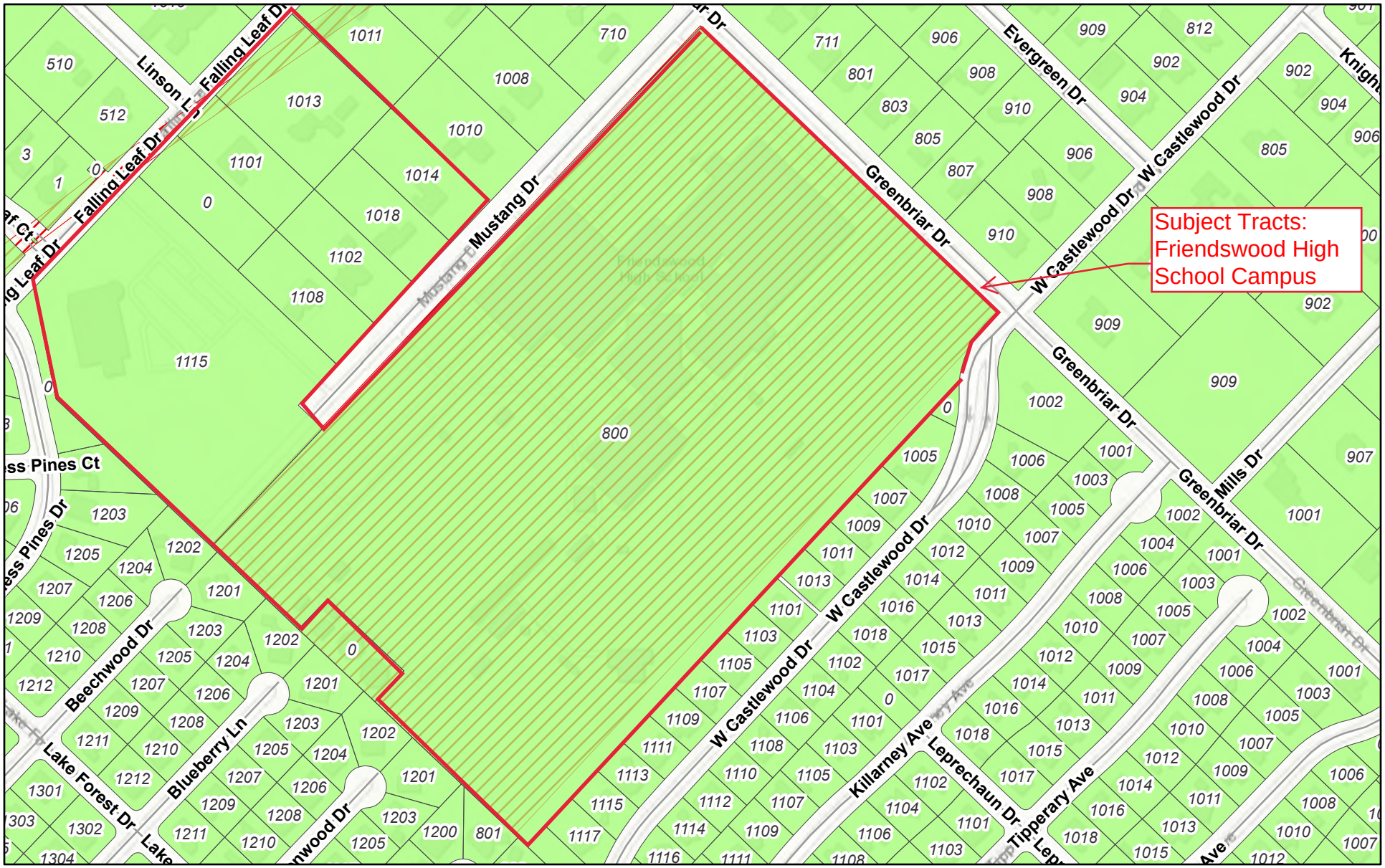
0 0.1 0.2 0.4 km

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

ArcGIS Web AppBuilder

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

ArcGIS Web Map



7/26/2021, 2:40:53 PM

City Limits
Parcels
Specific Use Permits
Streets
Zoning of Parcels
SFR

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

ArcGIS Web AppBuilder

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

EXHIBIT “B”

COVER
A-100
FOR BLUEBEAM LABELING OCR:

FRIENDSWOOD ISD

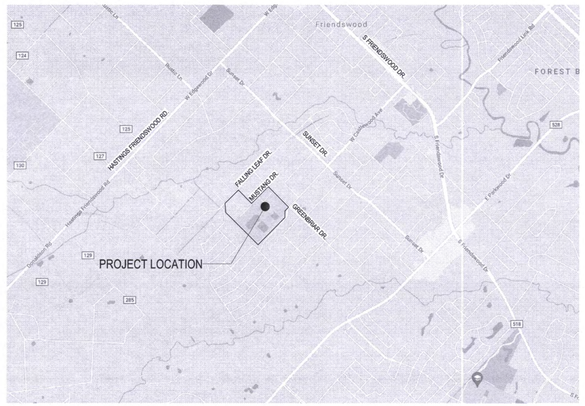
FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

8/2/2021

VICINITY MAP



702 GREENBRIAR DR., FRIENDSWOOD, TX 77546

BOARD OF TRUSTEES

TONY HOPKINS	PRESIDENT
DAVID MONTZ	VICE PRESIDENT
REBECCA HILLENBURG	SECRETARY
LAURA SEIFERT	MEMBER
NIKI RHODES	MEMBER
ROBERT C. McCABE	MEMBER
RALPH HOBRATSCHK	MEMBER

ADMINISTRATION

THAD ROHER	SUPERINTENDENT OF SCHOOLS
LAUREN AMBEAU	ASSISTANT SUPERINTENDENT OF TEACHING AND LEARNING
KIM COLE	EXECUTIVE DIRECTOR SECONDARY TEACHING AND LEARNING
AMBER PETREE	CHIEF FINANCIAL OFFICER
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STACY GUZZETTA, Ph.D	EXECUTIVE DIRECTOR STUDENT OPERATIONS
ERICH KREITER	EXECUTIVE DIRECTOR SAFETY AND OPERATIONS
DAYNA OWEN	EXECUTIVE DIRECTOR OF COMMUNICATION

ARCHITECT
PBK
11 GREENWAY PLAZA
22ND FLOOR
HOUSTON, TX 77046
T 713-965-0608

CIVIL ENGINEER
DIG
11 GREENWAY PLAZA
SUITE 1520
HOUSTON, TX 77046
T 346-308-9036

MEP ENGINEER
LEAF ENGINEERS
11 GREENWAY PLAZA
SUITE 1510
HOUSTON, TX 77046
T 713-940-3300

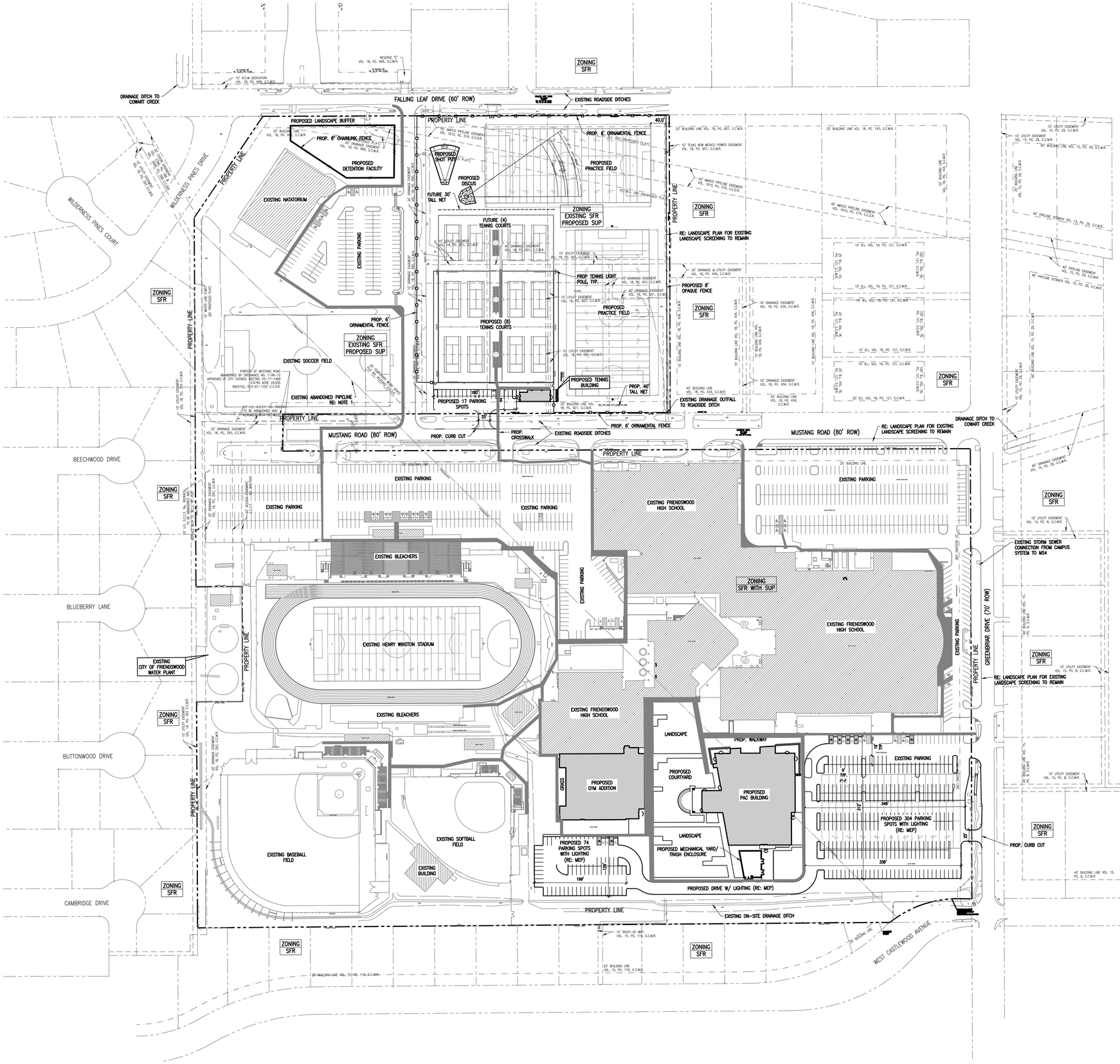
SURVEYOR
WEST BELT SURVEYOR
21020 PARK ROW
KATY, TX 77449
T 281-599-8288

PBK

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546
ISSUE FOR SUP REVIEW

File Path: C:_Revit\Local\AR21 20381 FHS Central_victoria.carterX9S2S.rvt



1. THE 8" ABANDONED CRUDE OIL PIPELINE LOCATED DIRECTLY SOUTHEAST OF THE EXISTING FRIENDSWOOD HIGH SCHOOL BUILDING WILL BE REQUIRED TO BE PHYSICALLY REMOVED WITHIN AT LEAST 50 FEET OF THE PROPOSED PERFORMING ARTS CENTER BEFORE CONSTRUCTION OF THE PROPOSED BUILDING MAY BEGIN.

NEW GYMNASIUM ADDITION BUILDING

- TWO STORY
- GROSS FLOOR AREA: 33,010 SF
- BUILDING HEIGHT: 31'-0"

NEW PERFORMANCE ARTS CENTER BUILDING

- TWO STORY
- GROSS FLOOR AREA: 43,999 SF
- BUILDING HEIGHT: 49'-11"

NEW TENNIS LOCKER ROOM BUILDING

- ONE STORY
- GROSS FLOOR AREA: 1,588 SF
- BUILDING HEIGHT: 15'-0"

BUILDING ENTRANCES / EXITS

PARKING REQUIREMENTS

PER DCM APPENDIX C - SECONDARY SCHOOL PARKING:

- REQUIRED PARKING: .3 SPACES PER STUDENT
- CURRENT ENROLLMENT OF SCHOOL: 2,050 STUDENTS
- REQUIRED PARKING: 615 SPACES
- PROVIDED PARKING: 1249 SPACES

RE: ARCH FOR TYPICAL ADA ACCESSIBLE PARKING DETAILS AND TRASH ENCLOSURE DETAIL

ADA ACCESSIBLE ROUTES FROM R.O.W AND PARKING TO BUILDINGS

ADA PARKING PER PARKING LOT

ADA PARKING

LOCATION	REQ'D.	EXIST.	PROP.
NATATORIUM	5	6	6
TENNIS COURTS	1	0	1
FOOTBALL STADIUM, BASEBALL, & SOFTBALL FIELDS	9	13	13
MUSTANG DR. & GREENBRIAR DR.	8	8	8
GYMNASIUM	3	0	3
PERFORMING ARTS CENTER	8	8	8

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CIVIL
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MEP/T
LEAP ENGINEERS
T 713-940-3300

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546
ISSUE FOR SUP REVIEW

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

H.F. SCHNEIDER, III
69402
LICENSED PROFESSIONAL ENGINEER
8/31/2021

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/31/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

SITE PLAN

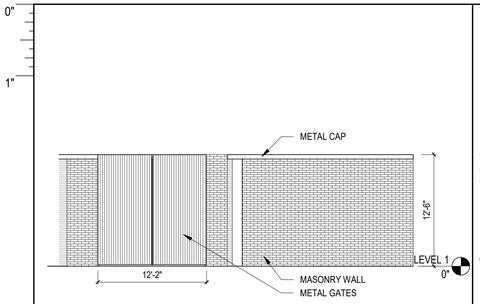
C101

CHECKED BY: KFALKE
DRAWN BY: AGLUZMAN
R:\20\20381\Div8-Dwgs\8a BIM CAD\Cnsl\Civil_Package 2 Building Expansion\Docs\Permits\1. SUP Permit 07.22.2021\C101 SITE PLAN.dwg Last Saved: KFALKE
Tuesday, August 31, 2021 1:40:13 PM

LANDSCAPE PLAN

LP101

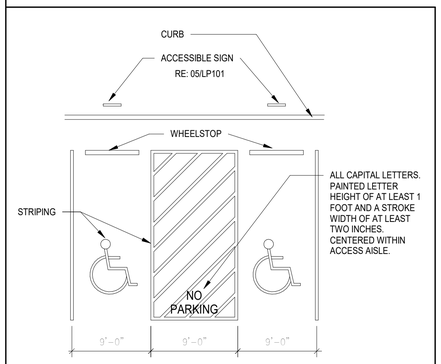
FOR BLUEBEAM LABELING/OCR:



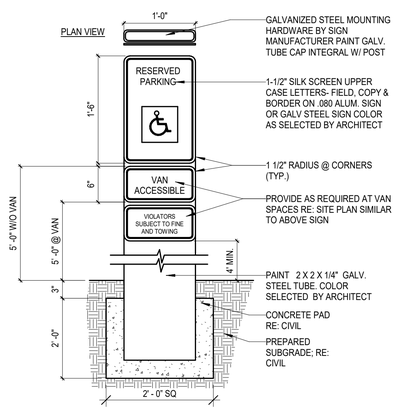
2 TRASH ENCLOSURE ELEVATION. TYP
1/8" = 1'-0"

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
5,904.46 SF	268'	1,180.892 SF	18,580.17 SF

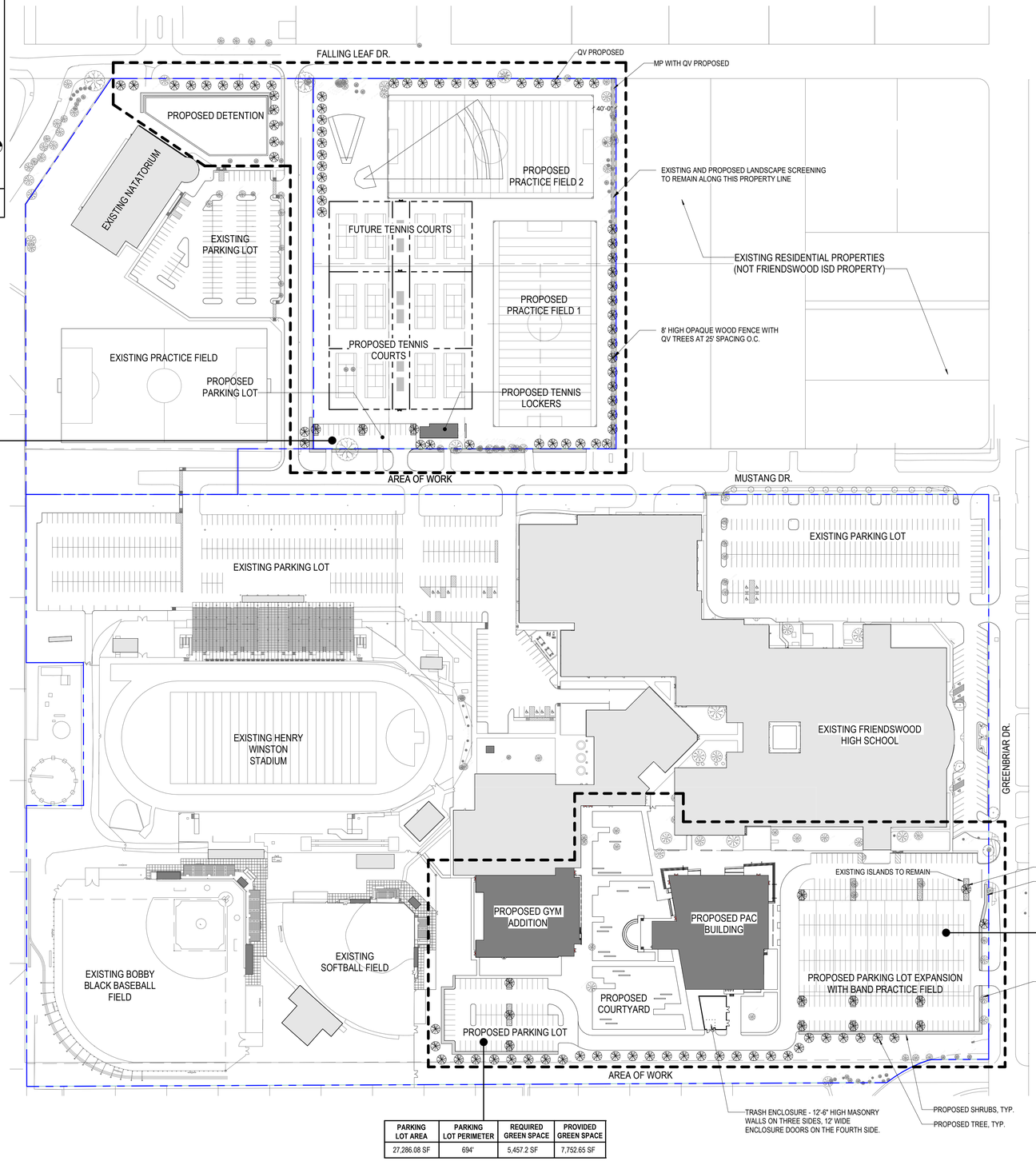
20% GREENSPACE CALCULATED AS REQUIRED BY SUP



10 ACCESSIBLE STRIPING
1" = 1'-0"



05 ACCESSIBLE PARKING SIGN
1" = 1'-0"



PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
27,286.08 SF	694'	5,457.2 SF	7,752.65 SF

20% GREENSPACE CALCULATED AS REQUIRED BY SUP

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
107,243.76 SF	1,265'	21,448.75 SF	29,820.89 SF

20% GREENSPACE CALCULATED AS REQUIRED BY SUP

04 LANDSCAPE PLAN
1" = 100'-0"

LANDSCAPE ANALYSIS FORM AT ROW				
STREET NAME	LINEAR FEET	TREE REQUIRED	TREE PLANTED	NET
FALLING LEAF DRIVE	883 FT	30	35	5
MUSTANG DRIVE	529 FT	18	32	14
GREENBRIAR DR	387 FT	13	7	-6
TOTAL		61	71	13

1 TREE PER 30 LINEAR FEET PER SUP

LEGEND

- TREES TO REMAIN
- PROPOSED QV TREE - TOTAL 94. RE: SHEET LP102 FOR EXISTING TREES TO BE DEMOLISHED
- PROPOSED MP SHRUBS - TOTAL 870 LINEAR FEET

Trees Demolished	Trees Provided
94	94

*12" OR GREATER

PLANT SCHEDULE							
TREES							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
QV	Quercus Virginiana	Live Oak	65 Gal.	3"-4"	12'-14'	5'-6'	
SHRUBS							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
MP	Myrica Pusilla	Dwarf Wax Myrtle	5 Gal.	2' min.	16"	24" OC	
GRASSES							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
MS	Miscanthus Sinensis	Little Kitten Grass	1 Gal.	16"	12"	18" OC	

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DIG
T 713-965-0608

MEP/T
LEAF ENGINEERS
T 713-940-3300

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

50% CD REVIEW

ARCHITECT

REGISTERED ARCHITECT · GREGORY A. PRINCE · 27199 · U.S.A.

8/31/21

CLIENT
FRIENDSWOOD ISD

DATE 8/31/21
PROJECT NUMBER 20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

LANDSCAPE PLAN

LP101

File Path: C:_RevitLocal\AR21 20381 FHS Central_evega.rvt

CHECKED BY:
Checker
DRAWN BY:
Author
Plot Stamp:
8/31/2021 4:14:25 PM

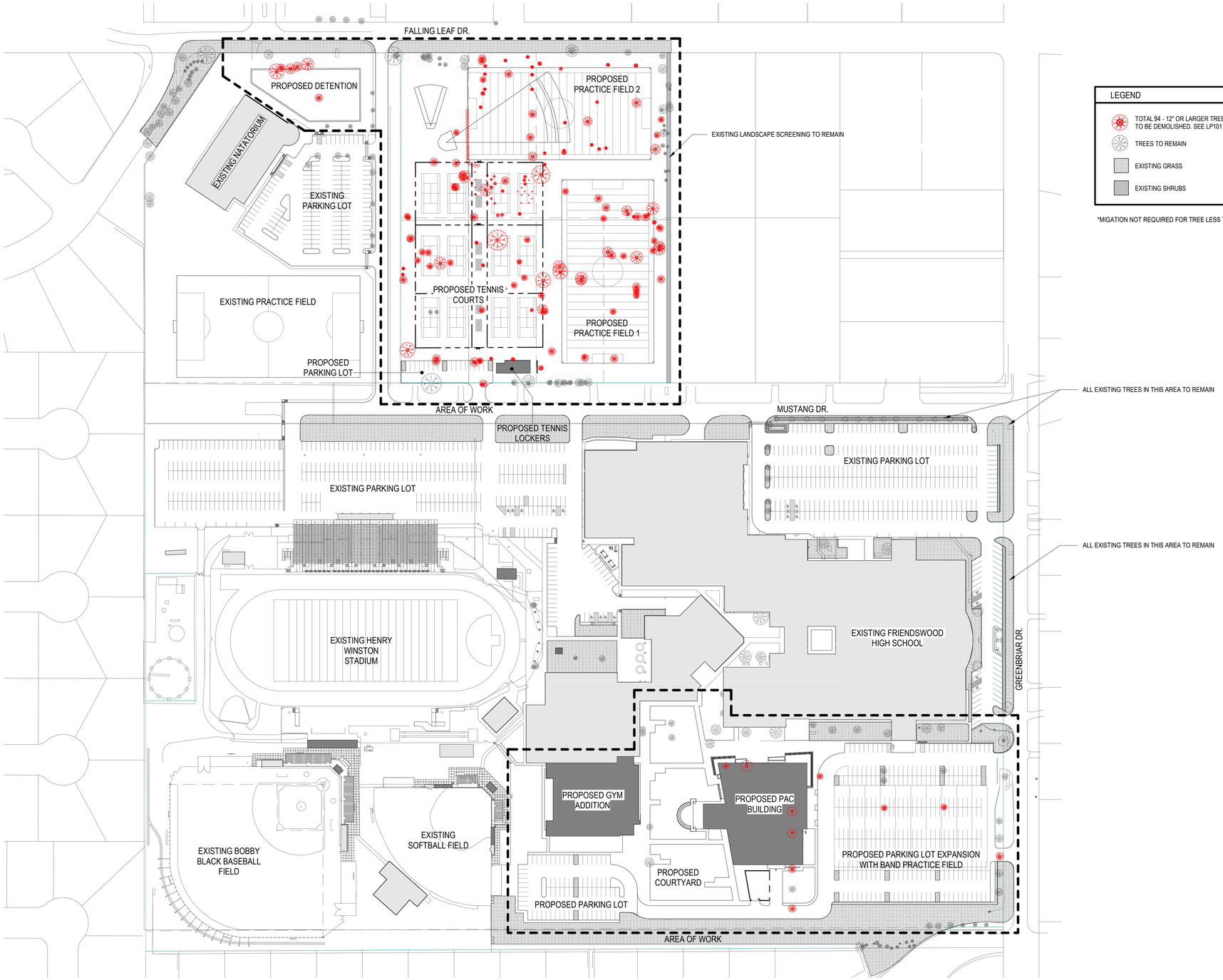
EXISTING LANDSCAPE PLAN

LP102

FOR BLUEBEAM LABELING/OCR:

0"

1"



LEGEND

- TOTAL 94 - 12" OR LARGER TREES IN PROPERTY TO BE DEMOLISHED. SEE LP101 FOR NEW TREES
- TREES TO REMAIN
- EXISTING GRASS
- EXISTING SHRUBS

*MIGATION NOT REQUIRED FOR TREE LESS THAN 12" DIAMETER

05 TREE SURVEY AND MITIGATION SITE PLAN FOR SUP
1" = 100'-0"

File Path: C:_Revit Local\AR21 20381 FHS Central_evega.rvt

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Author
Plot Stamp:
8/31/2021 4:15:36 PM

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LEAF ENGINEERS
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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

50% CD REVIEW

ARCHITECT

REGISTERED ARCHITECT GREGORY A. PRINCE 27199 U.S.A.

8/31/21

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/31/21	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

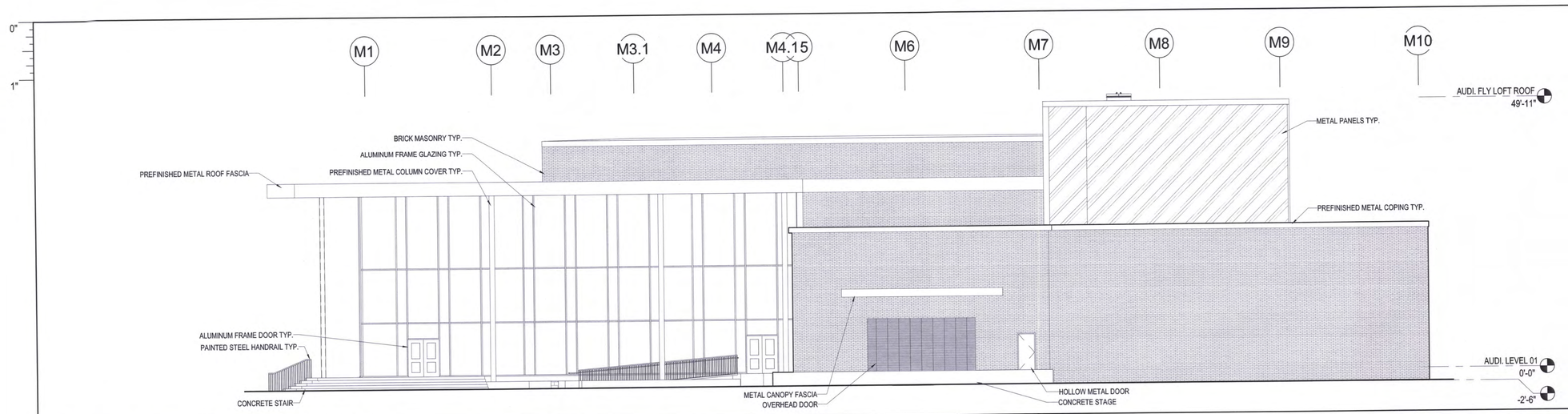
EXISTING LANDSCAPE PLAN

LP102

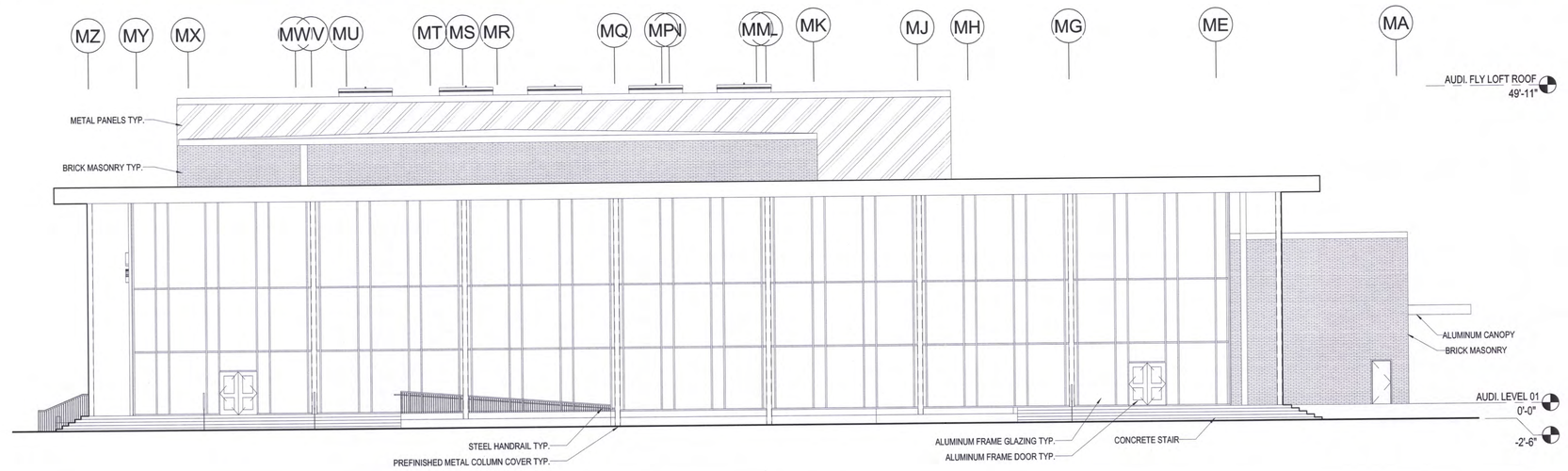
EXTERIOR ELEVATIONS

ASUP1

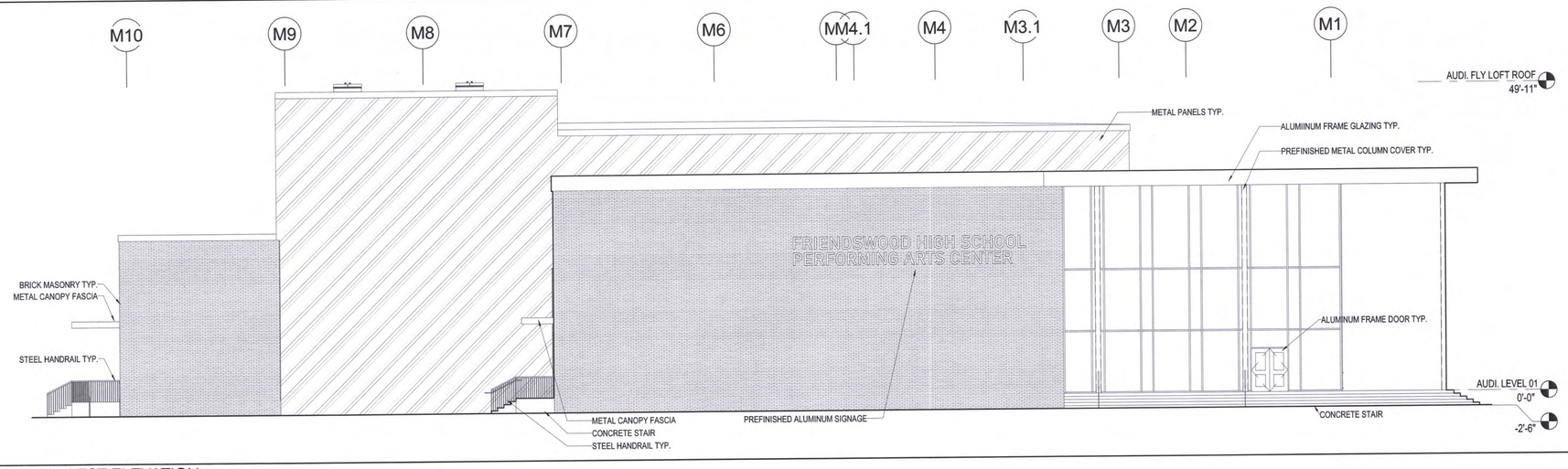
FOR BLUEBEAM LABELING/OCR:



24 PERFORMING ARTS CENTER EAST ELEVATION
3/32" = 1'-0"



18 PERFORMING ARTS CENTER NORTH ELEVATION
3/32" = 1'-0"



06 PERFORMING ARTS CENTER WEST ELEVATION
3/32" = 1'-0"

File Path: C:_RevitLocalAR21 20381 FHS Central_victoria.carterX9S2S.rvt

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Author
Plot Stamp:

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

REGISTERED ARCHITECT
GREGORY A. PRINCE
27199
08/02/2021

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

EXTERIOR ELEVATIONS

ASUP1

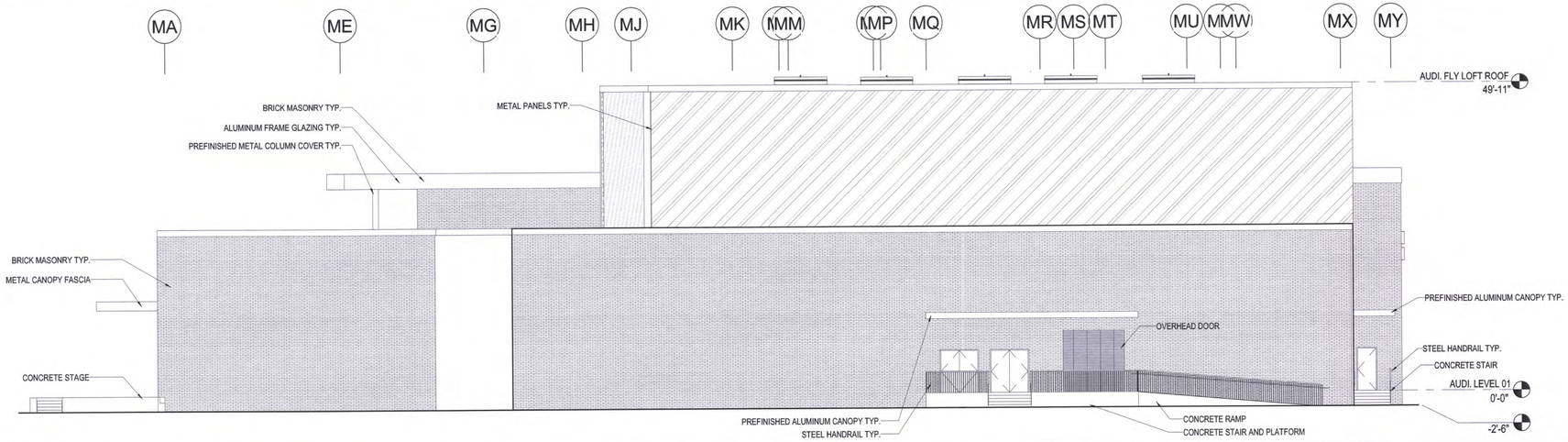
EXTERIOR ELEVATIONS

ASUP2

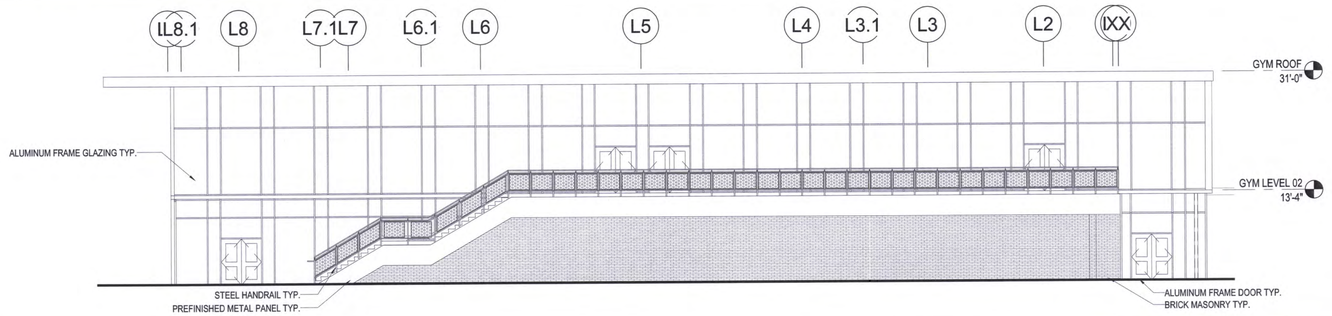
FOR BLUEBEAM LABELING/OCR:

0"

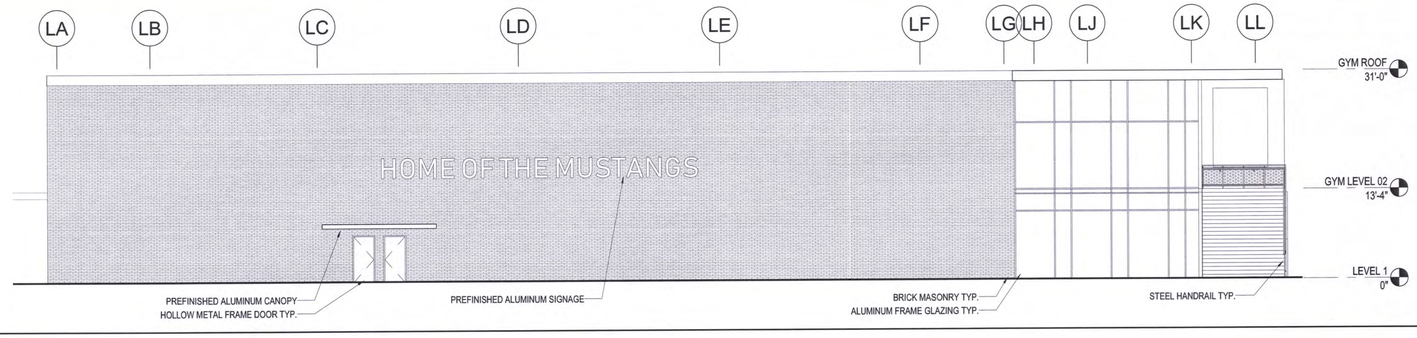
1"



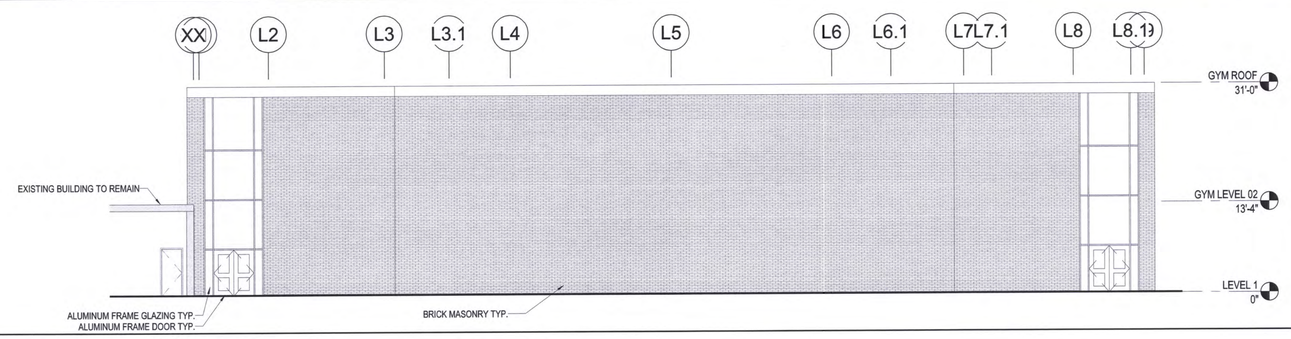
24 PERFORMING ARTS CENTER SOUTH ELEVATION
3/32" = 1'-0"



18 GYMNASIUM EAST ELEVATION
3/32" = 1'-0"



12 GYMNASIUM SOUTH ELEVATION
3/32" = 1'-0"



06 GYMNASIUM WEST ELEVATION
3/32" = 1'-0"

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713-961-4571 F
TX Firm: BR 1608
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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

REGISTERED ARCHITECT
GREGORY A. PRINCE
27199
STATE OF TEXAS
08/02/2021

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

EXTERIOR ELEVATIONS

ASUP2

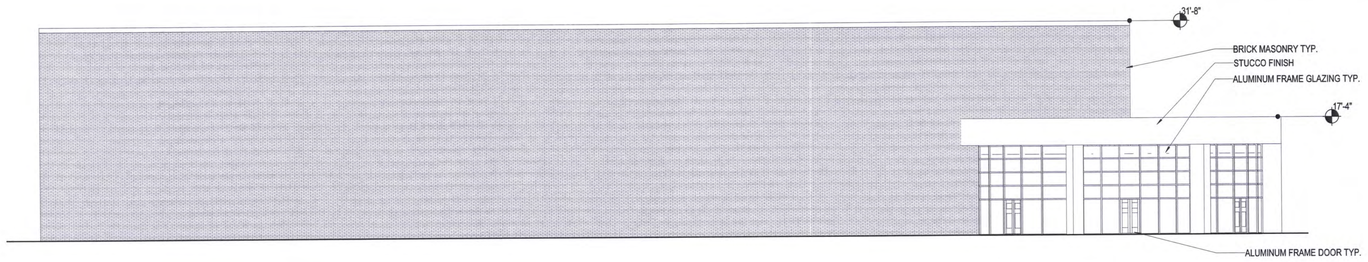
EXTERIOR ELEVATIONS

ASUP3

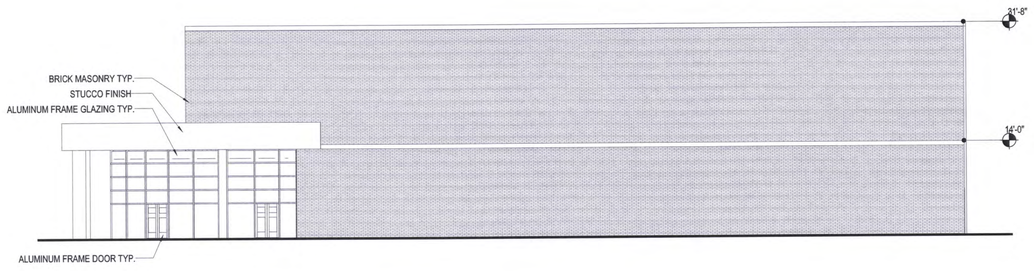
FOR BLUEBEAM LABELING/OCR:

0"

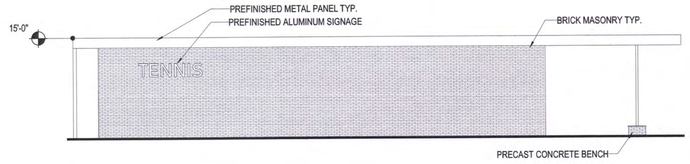
1"



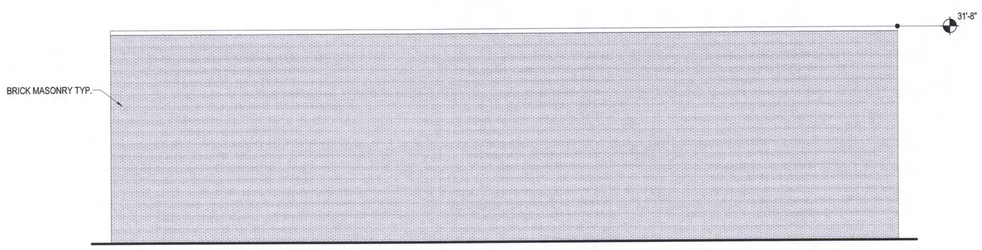
24 NATATORIUM EAST ELEVATION (EXISTING)
3/32" = 1'-0"



18 NATATORIUM NORTH ELEVATION (EXISTING)
3/32" = 1'-0"



14 TENNIS LOCKER ROOM SOUTH ELEVATION
3/32" = 1'-0"



12 NATATORIUM SOUTH ELEVATION (EXISTING)
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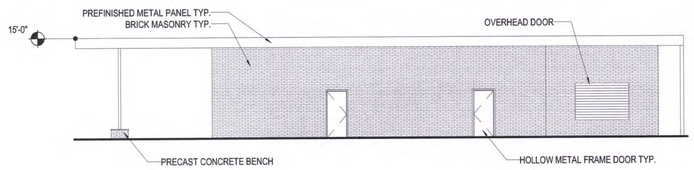
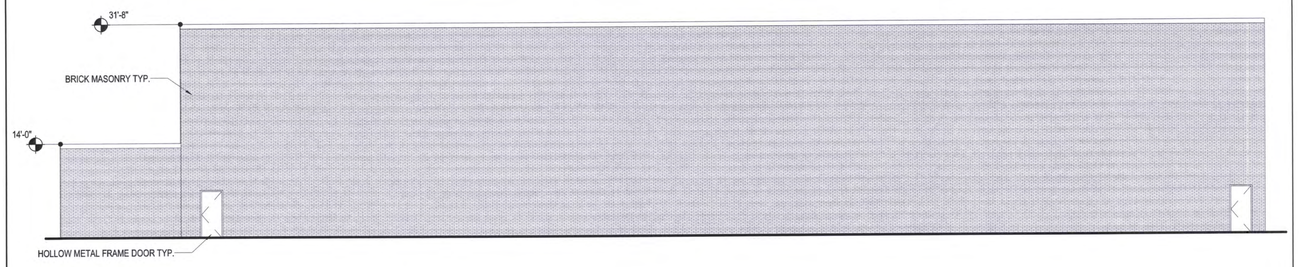


08 TENNIS LOCKER ROOM NORTH ELEVATION
3/32" = 1'-0"



06 NATATORIUM WEST ELEVATION (EXISTING)
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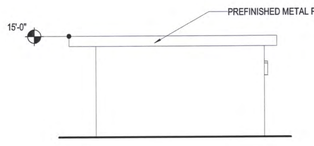
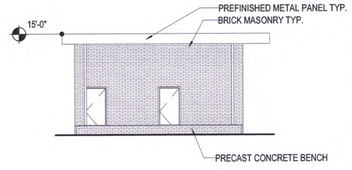


02 TENNIS LOCKER ROOM WEST ELEVATION
3/32" = 1'-0"



01 TENNIS LOCKER ROOM EAST ELEVATION
3/32" = 1'-0"

PBK

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DIAS
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MEP
LEAF ENGINEERS
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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

REGISTERED ARCHITECT GREGORY A. PRINCE 27199

08/02/2021

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

EXTERIOR ELEVATIONS

ASUP3

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Author
Plot Stamp:

PHOTOMETRIC SITE PLAN - COMPOSITE - SPECIFIC USE PERMIT
ES001
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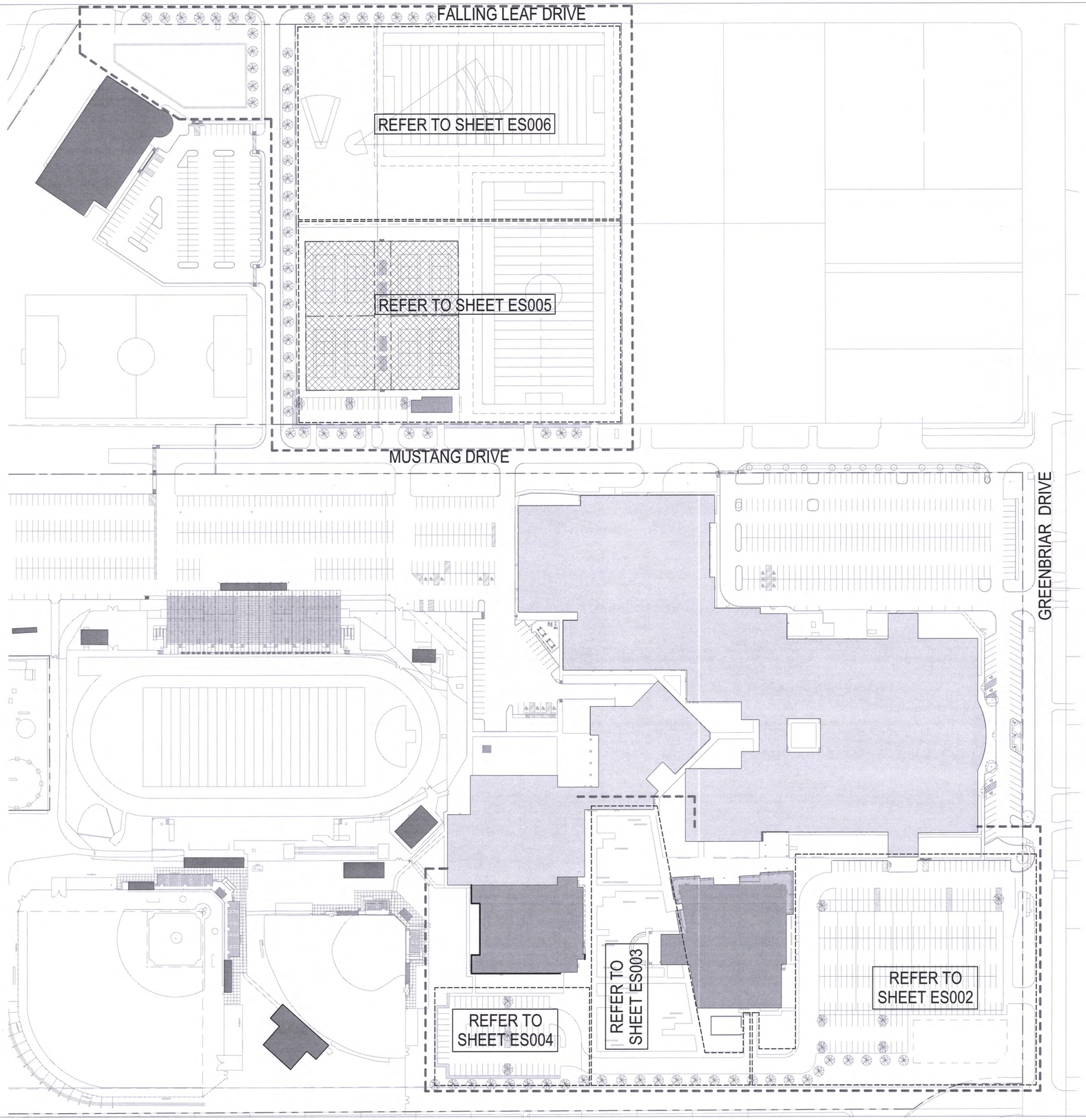
1"



1 PHOTOMETRIC SITE PLAN - COMPOSITE - SPECIFIC USE PERMIT
1" = 80'-0"

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A PBK COMPANY

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

KEY PLAN
H G F E D A J C B K L M
NORTH: PLAN TRUE

STATE OF TEXAS
DONALD C. RICHARDS
61525
LICENSED PROFESSIONAL ENGINEER
8/2/2021
LEAF ENGINEERS
F-18672

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

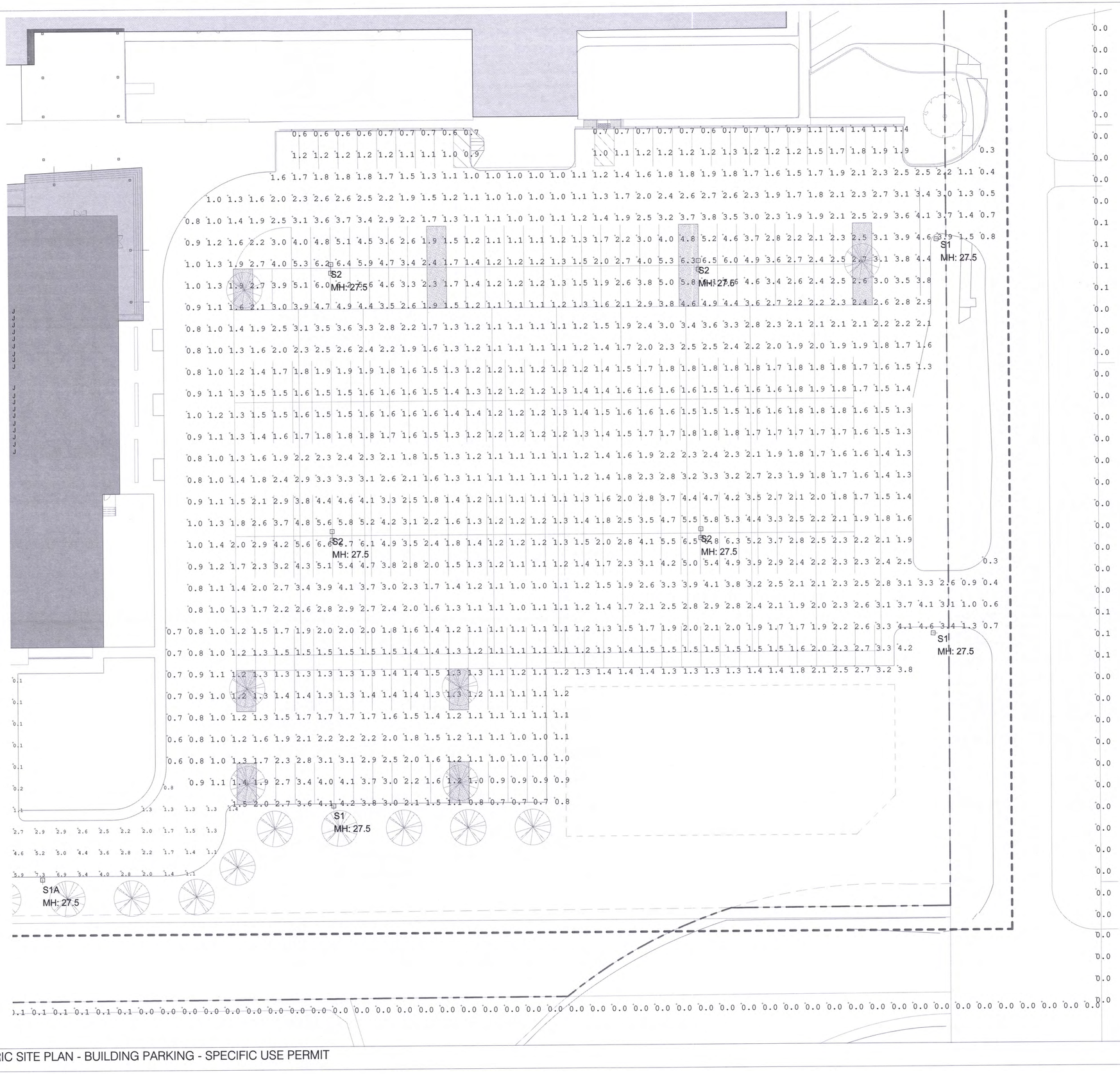
No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

PHOTOMETRIC SITE PLAN - COMPOSITE - SPECIFIC USE PERMIT

ES001



1 PHOTOMETRIC SITE PLAN - BUILDING PARKING - SPECIFIC USE PERMIT
3/64" = 1'-0"

0"
1"

PHOTOMETRIC SITE PLAN - BUILDING PARKING - SPECIFIC USE PERMIT
ES002
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Author
Plot Stamp:

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A PBK COMPANY

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

KEY PLAN
NORTH: PLAN TRUE

STATE OF TEXAS
DONALD C. RICHARDS
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CLIENT
FRIENDSWOOD ISD
DATE 8/2/2021
PROJECT NUMBER 20381

DRAWING HISTORY

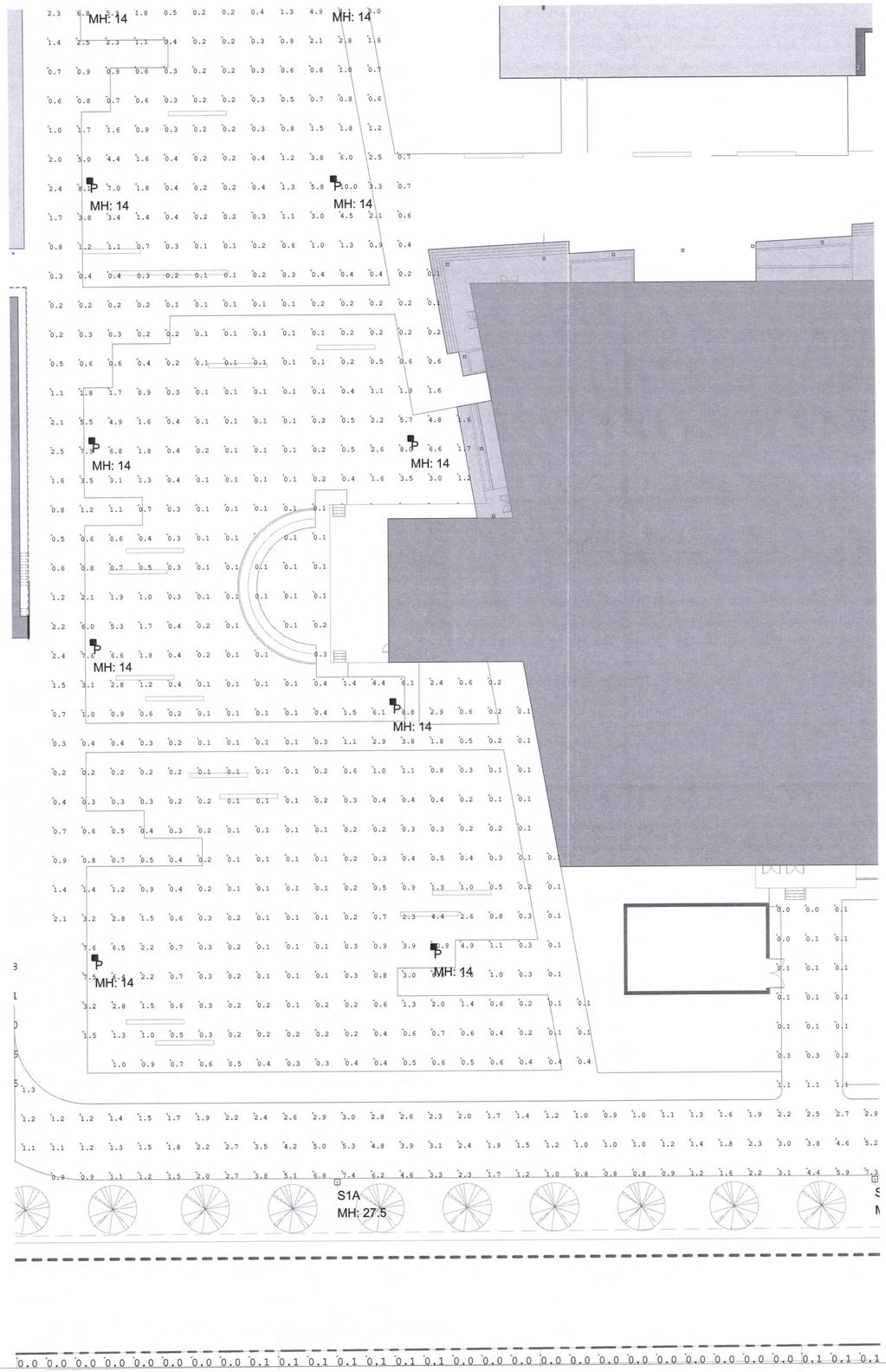
No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

PHOTOMETRIC SITE PLAN - BUILDING PARKING - SPECIFIC USE PERMIT

ES002



1 PHOTOMETRIC SITE PLAN - GREEN SPACE - SPECIFIC USE PERMIT
3/64" = 1'-0"

PHOTOMETRIC SITE PLAN - GREEN SPACE - SPECIFIC USE PERMIT

ES003

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Plot Stamp:

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

KEY PLAN
H G F E D A J C B K L M
NORTH: PLAN TRUE

STATE OF TEXAS
DONALD C. RICHARDS
61525
LICENSED
PROFESSIONAL ENGINEER

8/2/2021
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CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

PHOTOMETRIC SITE PLAN - GREEN SPACE - SPECIFIC USE PERMIT

ES003

PHOTOMETRIC SITE PLAN - GYM PARKING - SPECIFIC USE PERMIT

ES004

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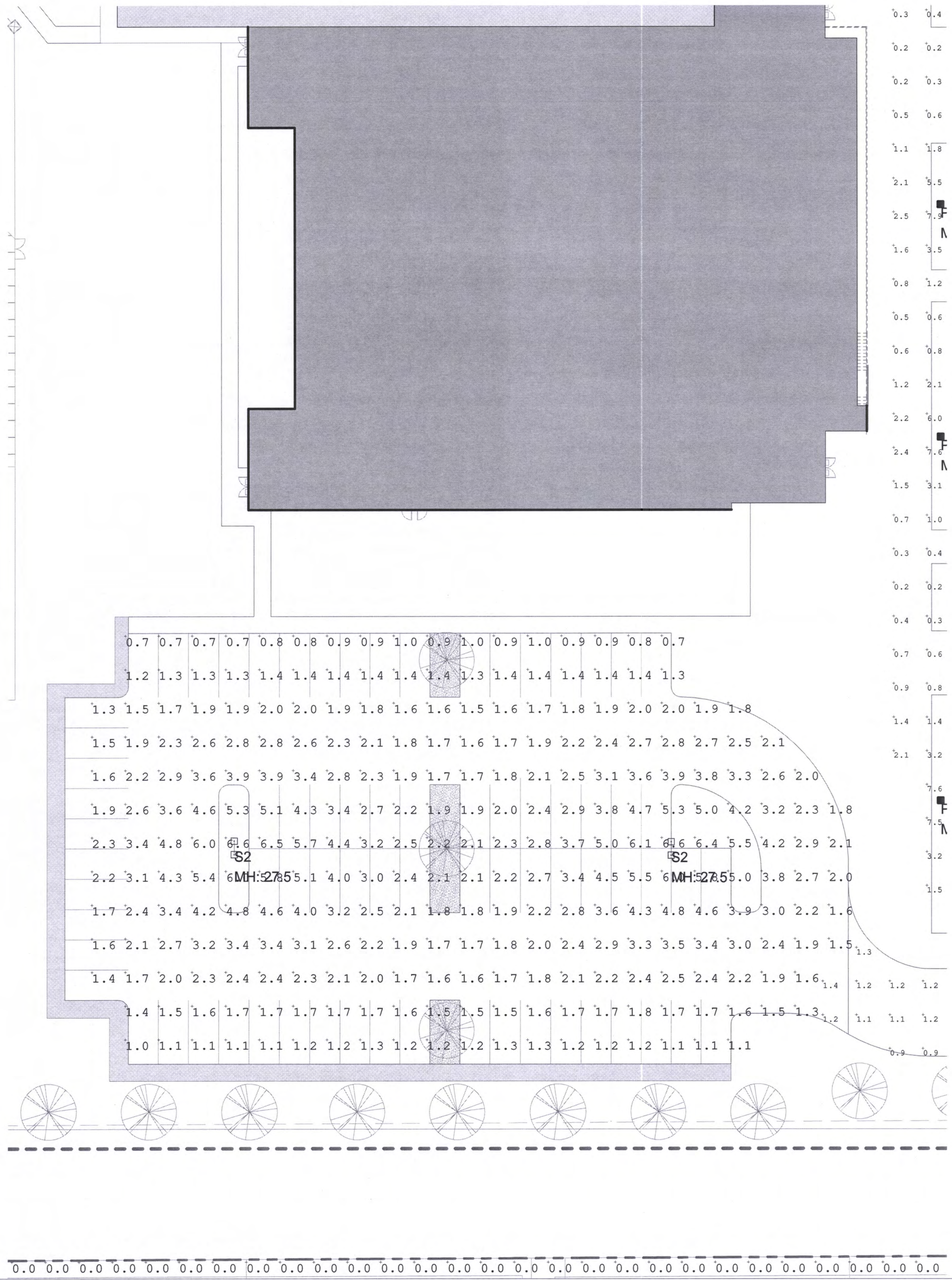

1 PHOTOMETRIC SITE PLAN - GYM PARKING - SPECIFIC USE PERMIT

3/64" = 1'-0"

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Author
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PBK

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FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

H G F E D A J C B K L M

KEY PLAN

NORTH: PLAN TRUE

STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER

8/2/2021
LEAF ENGINEERS
F-18672

CLIENT
FRIENDSWOOD ISD

DATE	PROJECT NUMBER
8/2/2021	20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

PHOTOMETRIC SITE PLAN - GYM PARKING - SPECIFIC USE PERMIT

ES004

PHOTOMETRIC SITE PLAN - TENNIS COURT - SPECIFIC USE PERMIT

ES005

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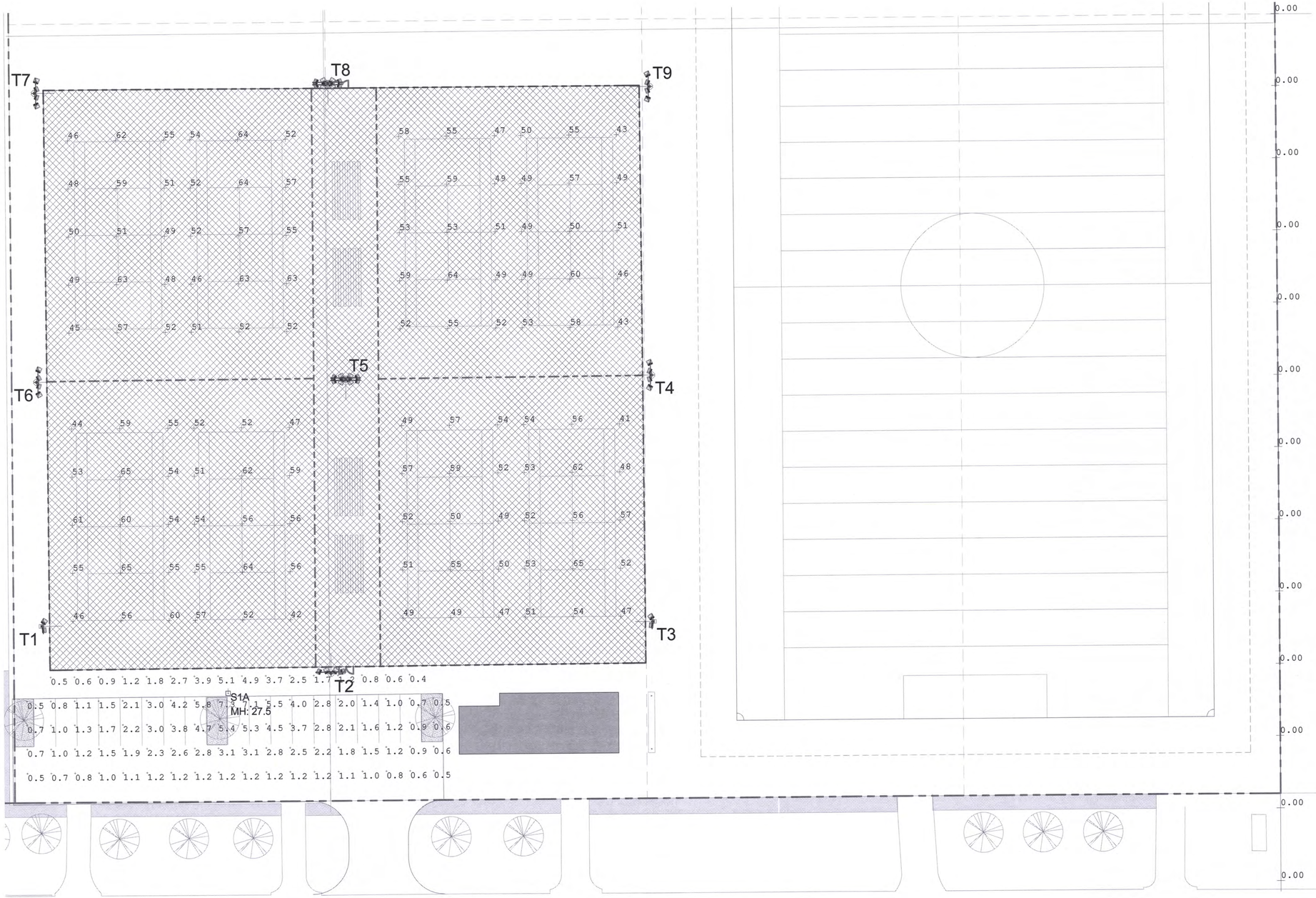

1 PHOTOMETRIC SITE PLAN - TENNIS COURT - SPECIAL USE PERMIT
3/64" = 1'-0"

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LEAF ENGINEERS
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LEAF ENGINEERS
A PBK COMPANY

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

KEY PLAN
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NORTH: PLAN TRUE

STATE OF TEXAS
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8/2/2021
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CLIENT
FRIENDSWOOD ISD

DATE 8/2/2021
PROJECT NUMBER 20381

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

PHOTOMETRIC SITE PLAN - TENNIS COURT - SPECIFIC USE PERMIT

ES005

PHOTOMETRIC SITE PLAN - PRATICE FIELD - SPECIFIC USE PERMIT

ES006

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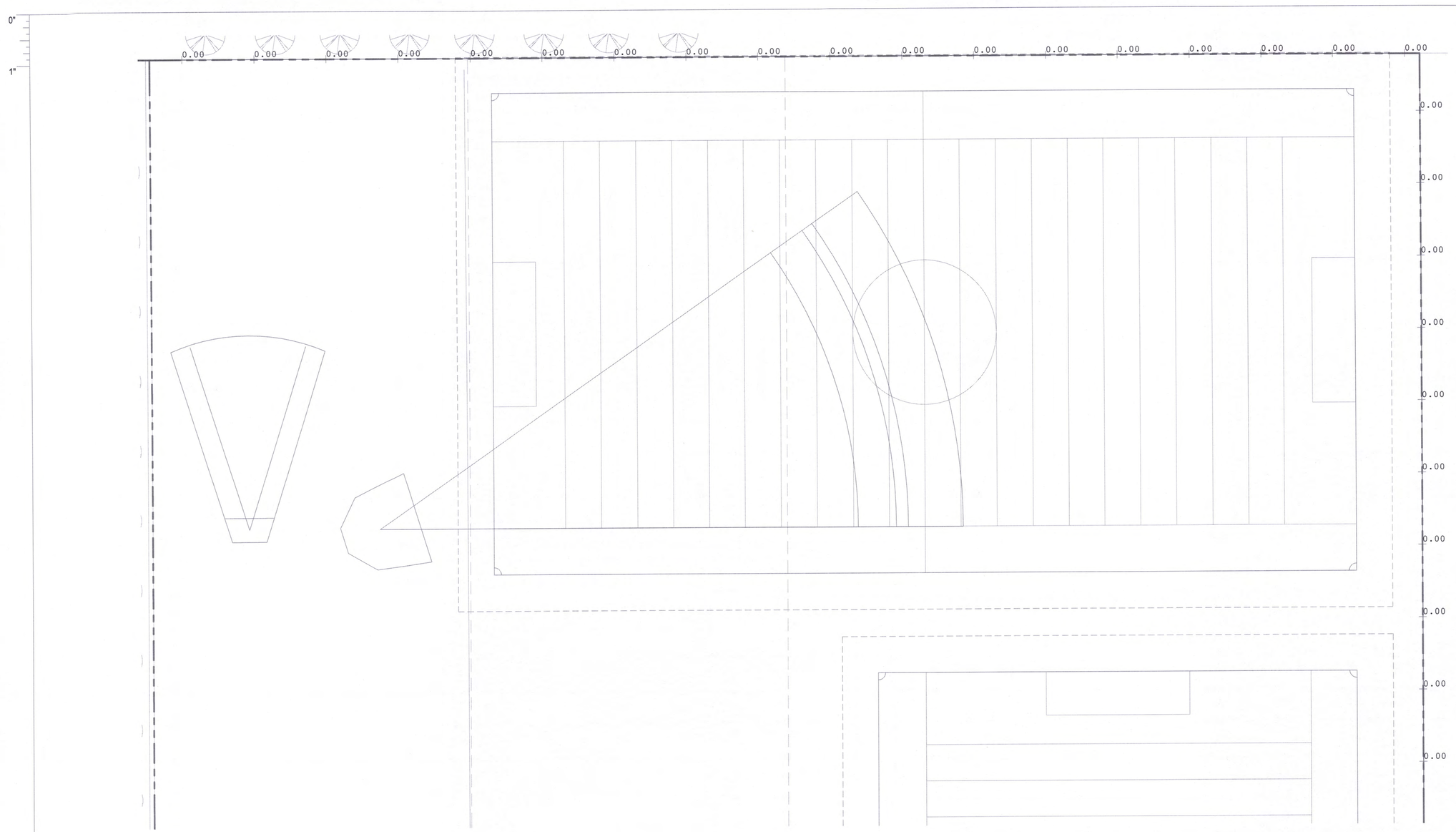
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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments, both oral and written regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

These proposed changes are the result of discussions with the property owner and engineer of record for the formerly proposed Panhandle PUD. The owner agreed to withdraw the PUD zone change application and these are the ordinance amendments that will make his development feasible, but also still be beneficial to other developments within the Industrial (I) zoning district and along FM 2351.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Relaxing and amending some of the development regulations as they pertain to Industrial (I) zoning district and common developments will make many developments more feasible.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance change. Overall, these changes are intended to enhance development in Friendswood's panhandle area while maintaining existing protections for adjacent landowners.

See attached recommendation memo for full recommendation.

ATTACHMENTS

1. Legal Ads for 7-21-21

2. PZ Rec Memo Industrial Ord Amendments 08-23-2021
3. Sec. 7.5 COD Boundary FM 2351 Redlines
4. Sec. 7.P.6. PUT Amendments Redlines
5. Sec. 8.I.2. Screening and lighting Redlines
6. Sec. 20 Definitions Redlines

CLASSIFIEDS 281-485-7501

LEGALS LEGALS

Published July 21 & 28, 2021

NOTICE OF REQUEST FOR PROPOSALS

Friendswood Independent School District will accept proposals, for the #21-011 Supply of Electricity, until 3:00 P.M., August 16, 2021 (the "Due Date"). Proposals must be delivered before the Due Date to Friendswood Independent School District, 302 Laurel Drive, Friendswood, TX 77546 as further specified in the proposal (RFP) documents. This request for proposals is for electrical power and also related electrical power demand response and ancillary services as specified and detailed in the proposal documents, which may be obtained from AEG Affiliated Energy Group, Retail Division, fax (214) 292-8514, or email FriendswoodISD@affiliatedenergy.com. Interested parties must request proposal documents at least 24 hours prior to the Due Date. Friendswood ISD reserves the right to accept or reject any or all proposals, waive all informalities or irregularities and award the proposal in the best interest of Friendswood ISD. The proposal process will be conducted in accordance with the proposal procedures as set forth in the Texas Education Code 44.031.

LEGALS LEGALS

Published July 14 & 21, 2021

CITY OF PEARLAND, TEXAS
NOTICE TO BIDDERS

Sealed bids will be received by the City of Pearland Purchasing Division, 3519 Liberty Dr., until **11:00 a.m., CST, Thursday, July 29, 2021** and all bids will be publicly acknowledged by name via virtual meeting. Interested parties may join the meeting by calling into the meeting at: Dial in #: 281-652-1955; Meeting #: 1790#; Access Code #: 0971# on that date for:

TREE MAINTENANCE SERVICES
BID NO. 0721-50

Bid forms, specifications and all necessary information may be obtained from the following website: https://pearland.ionwave.net. Vendors are encouraged to return the bid response electronically using the City's e-bid system but may submit by hard-copy to City Secretary, with either manner due by the closing date and time stated above.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Vendors should register on the City's e-bid system at https://pearland.ionwave.net (if not already registered). Once registered on the City's e-bid system, bid documents may be viewed on the site. If further assistance is needed, please email ebids@pearlandtx.gov no later than 9:00 a.m. Thursday, July 22, 2021. Make reference to **Bid Number 0721-50**. Bid Closing Date: **July 29, 2021.**

Crystal Roan
City Secretary, City of Pearland

First Publication: July 14, 2021
Second Publication: July 21, 2021

LEGALS LEGALS

Published July 14 & 21, 2021

NOTICE TO BIDDERS
CITY OF PEARLAND, TEXAS

Sealed Bids will be accepted until 2:00 p.m. Thursday, August 5, 2021 and read aloud into the public record for the following project:

Oakbrook & Oakbrook Estates Water Quality
City of Pearland, Texas
COP PN: WA1906 & WA2003
BID NO.: 0721-52

The project area is located North of Dixie Farm Rd in the Oakbrook and Oakbrook Estates subdivisions. Project address is 2753 Biscayne Bay Dr, Pearland, TX 77584. Streets included in Phase 1 are: Oak Lane Circle, Oak Cluster Circle, Oak Gate Circle, Oakbrook Circle, Oak Fork Circle, Oak Tree Circle, Oak Shire Drive, Castle Oaks Drive, Barretts Glen Drive, and Oak Lodge Drive. Streets included in Phase 2 are: Oak Bent Drive, Branch Hill Drive, Oak Lodge Drive, Scarlet Oak Drive, Oak Top Drive, East Baden Oaks Drive, Dixie Hill Court, Oak Point Court, Bracket Drive, Oak Leaf Circle, Oak Land Circle, Oak Point Drive, Pin Oak Drive N, Oak Place Court, Oak Trace Court, Oak Chase Court, Oak Bark Court, Majestic Oaks Court, and Winding Forest Drive.

The project will entail the addition of approximately 4,500 linear feet of new 6-inch diameter water line construction, and associated valves, connections, appurtenances, hydrostatic testing, and disinfection. The proposed water lines are to be installed by primarily trenchless construction.

A mandatory pre-bid conference will be held at City Hall at 3519 Liberty Dr, Pearland, Texas 77581 at 10:00 a.m. on Thursday, July 22, 2021.

All bids should be submitted through the E-Bid system located on the City's website at: https://pearland.ionwave.net/Login.aspx. All interested Bidders are advised to register as a "supplier" on the City's E-Bid System at the above website by clicking on "Supplier Registration" and completing a short registration questionnaire. Electronic Bid Documents, including Plans, Technical Specifications and Bid Forms are available for download after registration is approved by City Purchasing office. No plan fees or deposits are required for bid documents obtained through the City's E-bid System. Questions regarding electronic bidding should be directed to City Purchasing Office at ebids@pearlandtx.gov.

Bid Documents are also available for review at the following plan houses:

Amtek Plan Room	(713) 956-0100
The Associated General Contractors of America, Inc.	(713) 334-7100
Associated Builders & Contractors of Greater Houston	(713) 523-6222
Dodge Reports	(713) 316-9411

Bid Security, in the form of Cashier's Check, Certified Check, or Bid Bond, payable to the City of Pearland in the amount of 5% of the total base bid price, must accompany each Bid proposal. See Instructions to Bidders for Bond submittal information and instructions.

The City of Pearland reserves the right to reject any or all bids.

Crystal Roan,
City Secretary, City of Pearland

First Publication date July 14, 2021
Second Publication date July 21, 2021

LEGALS LEGALS

Published July 21 & 28, 2021

NOTICE TO BIDDERS
FRIENDSWOOD I.S.D.
RFP #21-010

FISD REQUEST FOR PROPOSAL #21-010
PROMOTIONAL ITEMS & APPAREL

The Friendswood Independent School District will be accepting Sealed Proposals (Texas Education Code 44.031) for PROMOTIONAL ITEMS & APPAREL. Sealed proposals can be submitted online or to FISD's Administration Building at 302 Laurel Drive, Friendswood, Texas 77546. Proposals must be received on or before 2:00 p.m., August 25, 2021. Bid packets are available on FISD's website www.myfisd.com/information-for-vendors or through the Public Purchase website www.publicpurchase.com. Please contact *cblain@fisdk12.net* with any questions. The Friendswood Independent School District reserves the right to postpone, to accept or to reject any and all proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities.

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding A
Zone Classification Change to Amend Avalon at
Friendswood Planned Unit Development (PUD) 2019-37 to Incorporate
26.921 Acres of Annexed Property (no zoning district assigned)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

• A zone classification change for 183.386 acres of land located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.224 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

The Planning and Zoning Commission will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The City Council will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

The City of Friendswood is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit http://relay-texas.com.

Leticia Brysch, City Secretary

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding Zoning Ordinance Amendments:
Intended to Accommodate the Development of Industrial (I) Zoned
Properties in the Panhandle Area

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

Proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold this public hearing on Monday, September 13, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

The City of Friendswood is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit http://relay-texas.com.

Leticia Brysch, City Secretary

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding Zoning Ordinance Amendments:
Intended to Increase Mitigation Requirements to Promote
Preservation of Existing Trees

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

Proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

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Leticia Brysch, City Secretary

LEGALS LEGALS

Published July 21, 2021

NOTICE OF PUBLIC HEARINGS OF
THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS

Notice is hereby given that the City Council of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, the City Council of the City of Pearland will hold a hearing and Ordinance adoption consideration on Monday, **July 26, 2021**, at 6:30 p.m., at City Hall, 3519 Liberty Dr., Pearland, Texas 77581, by **telephone/video conference and in-person** with social distancing protocols and restrictions in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), for the following cases:

1. Thoroughfare Plan Amendments: A request by the City of Pearland, applicant, for approval of proposed amendments to the Thoroughfare Plan of the City's Comprehensive Plan, in accordance with Texas Local Government Code Sections 211.004 and 213.003, to promote health, safety, general welfare, and provide for adequate facilities for transportation.

At said hearing, all interested parties shall have the right and opportunity to appear and be heard on the subject. For additional information, please contact the Planning Department at 281-652-1765.

Martin Griggs, AICP, CNU-A
Planning Manager

LEGALS LEGALS

Published July 21, 2021

Notice of Public Hearings Regarding A
Zone Classification Change Request to Change Approximately
3.65 Acres of Land from
Community Shopping Center (CSC) to Industrial (I)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

• A zone classification change for approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition Subdivision, a subdivision in Harris County, Texas out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

The **Planning and Zoning Commission** will hold this public hearing on Thursday, August 12, 2021, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

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Leticia Brysch, City Secretary

For more news visit myreporternews.com

RICKY TULLOS OILER FOOTBALL CAMP

2nd - 9th Grade Football Camp 2021
Home of the 2010 5A Div. I State Champions
July 26-28 (M-W) at The Rig
8:00 a.m. - 11:00 a.m.



Instructors: Pearland Oilers Football Staff
COST: $75.00 PRE-REGISTER ~ $85 FOR WALKUPS
WEAR: SHORTS, T-SHIRT & RUNNING SHOES
BRING: A POSITIVE ATTITUDE,
CLEATS, WATER BOTTLE, SUNSCREEN & MEDICATIONS
SKILLS: FOOTBALL SKILLS, WEIGHT ROOM TECHNIQUES, NUTRITION, AND LEADERSHIP DEVELOPMENT

Fo more information contact RICKY TULLOS, CAMP DIRECTOR
281.997.3281 or tullosr@pearlandisd.org

ACC player selected in MLB Draft

Alvin Community College pitcher Owen Holt was recently selected in the Major League Baseball draft by the Cincinnati Reds.

Holt, of Houston, was taken in the 16th round of the draft and was the 480th overall pick.

"Owen came in with a mid-90 MPH fastball and good secondary stuff," ACC Baseball Coach Jason Schreiber said. "His personality and leadership was the attributes that impressed me the most. There is no doubt Owen will thrive in professional baseball."

Owen pitched for ACC this past season not long after he signed on to play for Harvard University.

"He came to us for the Spring semester," Schreiber said. "He wanted to play baseball and the Ivy League was not having their season due to COVID. Immediately Owen embraced the juco life and he fit in right away. "

Owen was 7-3 in the Spring season for ACC with 65 strikeouts and a 10.26 K/9 ratio.

This summer Holt has been pitching for the Williamsport Crosscutters in the MLB Draft League.



Photo courtesy of Williamsport Crosscutters

City of Friendswood

Memo

To: **Mayor and City Council**

From: **Joe Matranga, Planning & Zoning Commission Chairman**

Aubrey Harbin, Director of Community Development/Planner

Date: **August 23, 2021**

Re: **Proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.**

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance change. Overall, these changes are intended to enhance development in Friendswood's panhandle area while maintaining existing protections for adjacent landowners.

The proposed changes add additional uses as "Permitted" in the Industrial (I) zoning district, adjust screening requirements for the interior of common developments, adjust maximum lighting footcandles as it relates to the interior of common developments, reduces the Community Overlay District (COD) boundary along FM 2351 (specifically between Clear Creek and Beamer Road) to extend a maximum of 150-feet deep, and adds a definition of common development.

These amendments are intended to accommodate the development of Industrial (I) zoned properties in the panhandle area. Additionally, these changes are a result of the Planning and Zoning Commission working with the property owner to avoid a planned unit development and to reasonably allow him to develop his property with a little more flexibility to meet market demands.

The Commissioners agreed that these changes serve the City well, protect adjacent landowners and assist the property owner in achieving his desired development goals. The Commission recommends approval by City Council.

Section 7.5. Community overlay district.

1. *General purpose and description.* The community overlay district (COD) is intended to preserve and enhance the physical characteristics of the city along its entryways and in the downtown area by promoting the safety, welfare, convenience, and enjoyment of travel along these roads; providing for unified and orderly development; and promoting and aiding economic growth. The establishment of a COD does not repeal the underlying zoning classification of property to which the COD applies. The requirements of the COD are in addition to the requirements of the underlying zoning district, with the exception of the downtown district. The COD does not apply to the DD. The DD is subject to supplementary regulations and the DD geographic limitations as shown on the official zoning map. The COD includes the following thoroughfares: FM 2351 from Friendswood City Limit to Friendswood City Limit, FM 518 from the Friendswood City Limit to the Friendswood City Limit, FM 528 from Friendswood City Limit to Friendswood City Limit, Friendswood Lakes Boulevard (also known as Brittany Bay) from Friendswood City Limit to Friendswood City Limit, Bay Area Boulevard, from Friendswood City Limit to FM 528.

2. *Boundaries.* The boundary of the COD shall be parallel to the thoroughfare right-of-way to include nonresidential properties within 300 feet from the right-of-way. If any portion of such property is within 300 feet, the entire tract is subject to the COD requirements.

   a. Exception: The COD boundary shall be limited to a depth of 150 feet abutting FM 2351 from Beamer Road to Clear Creek.

3. *Screening.* The following uses on the site shall be screened to a height sufficient to completely screen the use from view at ground level. For the purposes of this subsection, the term "view from ground level" shall mean the view from public walkways situated in the adjoining rights-of-way or from vehicular traffic in the first two traffic lanes in the bordering streets of the COD.

   a. All outside storage;

   b. Industrial activities;

   c. Off-street loading areas;

   d. Refuse storage areas, dumpsters, and all related activities; See section 8.L.

   e. Air conditioning, refrigeration, heating, and other mechanical and electrical equipment;

   f. Microwave and satellite antennas not otherwise preempted from regulation by applicable law or regulation;

   g. Detention ponds*; and

   h. Garage bays fronting on the thoroughfares described in subsection 1 of this section.

   An opaque screen composed of berms,** walls, fences, vegetation, or a combination of these materials between the property line and the development shall be used; however, in no case shall any of the above-mentioned activities be closer to the street than the setback line.

   *If detention ponds are part of the landscaping plan, screening would not be necessary. Ponds may be located no closer than ten feet from abutting rights-of-way if the pond serves only the subject property.

   **Berms used for any type of screening shall be limited to a height of three feet above finished grade at the front property line (not including detention facilities), and shall be landscaped.

4. *Utilities.* All permanent utilities serving the property shall be located underground, at the owner's expense.

5. *Landscaping.* The minimum landscaping requirements for areas within the COD shall be as follows:

a. All landscape buffers shall be provided with architectural and/or landscape materials to screen structures, facilities, drive areas, parking areas, etc. Shrubs shall be a minimum height of two feet when planted and shall be placed a maximum of two feet apart. Mature shrubs shall be maintained in a live or living condition to form a continuous hedge with a maximum height of three feet six inches.

b. Nothing contained in this subsection 5 shall be deemed to reduce applicable landscaping requirements contained in other sections of this Code, or any ordinance specifically applicable to a development (e.g., specific use permit or planned unit development), but instead to enhance the aesthetics along the city's major thoroughfares by requiring additional or higher percentages of landscaping.

c. Parking lots within the COD containing 20 parking spaces or less shall have open landscaped areas that are equal to not less than 15 percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet, or portion thereof landscaped open space area.

d. Parking lots within the COD containing greater than 20 parking spaces shall have open landscaped areas equal to 20 percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area must be used as islands. Perimeter landscaping shall have at least one such tree for each 30 (40 lineal feet if not located in the COD) lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

e. If a buffer strip is required (along public rights-of-way, or to separate uses per section 8.I), the buffer shall be a minimum width of 15 feet, and shall contain not less than one tree, whether existing or planted, for each 25 lineal feet or portion thereof. Each such tree shall have a caliper of not less than two inches measured 18 inches above the natural ground level.

f. If, at any time, the required vegetation becomes diseased, deteriorated, or dies, the owner of the premises must replace the vegetation within 90 days of written notice from the city.

g. The commission may approve an alternate equal or better landscape plan in the COD, after giving due consideration to the intensity of the commercial use, the zoning classification and adjacent land uses.

6. *Architectural elements.* Garage bays or other similar large openings designed for automotive or industrial work, or designed for vehicles to drive into, shall not front a COD thoroughfare unless screened with architectural or landscaping materials as outlined under subsection 3 of this section. This prohibition shall not include drive-throughs such as are typically found at banks or fast-food establishments. In the event that COD requirements overlap at intersections, architectural requirements regarding garage bays shall apply only to the frontage on one street as designated on the site plan.

   a. Commercial.

      (1) Commercial developments are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass on all sides of the building. Fiber cement boards/siding are discouraged, except as trim for eves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000. These exterior facades, as well as the roof, shall be limited to earth tone colors. Color samples shall be submitted and approved as a part of the commercial site plan.

      (2) The design of walls and other structures located on the same site, including those used to screen outdoor storage areas, dumpsters, vehicles, etc., shall are encouraged to be constructed of the same materials as the main building on the lot. Cyclone fences are prohibited, except under limited circumstances, the commission may approve a vinyl coated cyclone fence.

   b. *Residential.*

(1) Residential developments not facing a COD thoroughfare shall be required to install a visual barrier to a minimum mature height of six feet as measured from the finished grade. The barrier shall be set back from the street right-of-way line by a minimum of ten feet. Various materials may be utilized, including landscaped earth berms, provided the materials are durable and require low maintenance. All barriers shall be maintained by the owner of the property on which such barrier is located, or by a homeowners' association. If a homeowners' association is to provide such maintenance, the obligations therefor shall be set forth in writing, and filed of record in the same manner that other restrictive covenants are filed. Subdivision plats submitted for residential property along a COD corridor shall include detailed information and visual representations of the proposed barrier, and such other information as deemed necessary by the planning and zoning commission to establish compliance with this subsection.

(2) Trees shall be planted adjacent to the barrier, on the COD thoroughfare side, at intervals of 25 feet, with one-half having a minimum caliper of four inches and one-half having a minimum caliper of two inches. Existing qualified trees may be counted toward fulfillment of this requirement, provided that the size, species, and guaranteed duration shall meet the criteria of the landscaping section of this appendix. (Clustering of trees shall be permitted, provided, however, clustering shall not reduce the number of required trees, and trees shall not be clustered so as to lessen the survival rate of other trees.)

(Ord. No. 99-37, § 1, 10-18-1999; Ord. No. 2000-25, §§ 2—5, 8-24-2000; Ord. No. 2004-07, § 1, 8-16-2004; Ord. No. 2006-15, §§ 2, 3, 7-24-2006; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-38, § 1, 11-3-2008; Ord. No. 2010-37, § 1, 1-10-2011; Ord. No. 2013-10, § 2, 5-6-2013; Ord. No. 2019-06, § 2, 3-4-2019; Ord. No. 2020-04, § 3, 2-3-2020)

Section 7. Schedule of district regulations.

A. *SFR, residential, general purpose and description.* The SFR, Single-Family Residential Dwelling District, is restricted to single-family dwellings, up to 2.7 units per acre, and to related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly convenient, and attractive residential area. Single-family residential areas shall be protected from higher density residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.

1. Area and height regulations. Area and height regulations in an SFR district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the SFR district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an SFR district are set forth in subsection P of this section, permitted use table.

A.1. *SFR-E, residential, general purpose and description.* The SFR-E, Single-Family Residential Estate Dwelling District, is the most restrictive residential district. The principal use of land in this district is for low-density single-family dwellings, up to 0.5 units per acre, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. Low-density residential areas shall be protected from multiple-family residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.

1. Area and height regulations. Area and height regulations in an SFR-E district, are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission with the SFR-E district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an SFR-E district are the same as SFR, and are set forth in subsection P of this section, permitted use table.

B. *(R-2 and R-3) MFR-L, residential, general purpose and description.* The MFR-L, Multiple-Family Residential Dwelling—Low-Density District, is intended to provide for lowest-density multiple-family dwellings which may have a relatively intense concentration of dwelling units served by large open spaces consisting of common areas and recreation facilities, thereby resulting in a maximum density of six dwelling units per acre. The principal use of land may be one or several dwelling types, including multiple-family dwellings, and including two-family dwellings, garden apartments, condominiums and townhouses. Recreational, religious and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. The multiple-family residential dwelling district—low functions as a buffer or transition between commercial or higher density residential areas and lower density areas. The intent of these regulations is to allow development of property which may have a limited area suitable for residential development due to a portion of the property being flood-prone or adjacent to a district of a different zoning designation.

1. Area and height regulations. Area and height regulations in an MFR-L district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for SFR uses permitted in MFR-L districts, all the district regulations for SFR development shall apply, including but not limited to, lot area, width and setback requirements.

2. See section 8 for supplementary district regulations.

3. Reserved.

4. Permitted uses. Uses permitted in an MFR-L district are set forth in subsection P of this section, permitted use table.

C. *(R-4) MFR-M, residential, general purpose and description.* The MFR-M, Multiple-Family Residential Dwelling—Medium-Density District, is intended to provide for medium-density multiple-family dwellings which may have a relatively intense concentration of dwelling units, up to nine per acre, served by large open spaces consisting of common areas and recreation facilities, thereby resulting in medium gross densities. The principal use of land may be one or several dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums and townhouses. Recreational, religious and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. The MFR-M, multiple-family residential district, functions as a buffer or transition between commercial or higher-density residential areas, and lower-density residential areas.

1. Multifamily residential area and height regulations. Area and height regulations in an MFR-M district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L uses permitted in MFR-M districts, all the district regulations for MFR-L development shall apply, including but not limited to lot area, width and setback requirements.

2. See section 8 for supplementary district regulations.

3. Reserved.

4. Permitted uses. Uses permitted in an MFR-M district are set forth in subsection P of this section, permitted use table.

C.1. *MFR-GHD, garden home residential, general purpose and description.* The GHD, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

(1) May have limited area suitable for residential development due to geographical limitations;

(2) Have portions of the property subject to flooding; or

(3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The interior living area of the first floor of any two-story residential structure in MFR-GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces and garages.

D. *(R-5) MFR-H, residential, general purpose and description.* The MFR-H, Multiple-Family Residential Dwelling—Highest-Density District, is a residential district intended to provide for the highest residential density ranging up to 12 dwelling units per acre. The principal use of land in the district is for a wide variety of dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums, and townhouses and, subject to a specific use permit, high-rise apartments. Recreational, religious, health and educational uses normally located to service residential areas are permitted in this district in order to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. The MFR-H district is usually

located adjacent to the major street and serves as a buffer or transition between commercial development or heavy automobile traffic and medium-density residential development.

1. Area and height regulations. Area and height regulations in an MFR-H district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L and MFR-M uses permitted in MFR-H districts, all the district regulations for MFR-L and MFR-M development shall apply, including but not limited to lot area, width and setback requirements.
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-H district are set forth in subsection P of this section, permitted use table.

E. *(R-6) MHR, Mobile Home District, general purpose and description.* The MHR, Mobile Home District, is a residential district intended for mobile home development, up to ten units per acre. Recreational uses normally located in mobile home developments are permitted in this district.

1. Area and height regulations. Area and height regulations in an MHR, mobile home residential dwelling district, are set forth in section 7-Q.2, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the MHR district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an MHR district are set forth in subsection P of this section, permitted use table.
5. Other required conditions. The provisions of Ordinance No. 129 (Mobile Home Ordinance) of the city shall apply to the MHR district.

F. *(C-1) CSC, Community Shopping Center District, general purpose and description.* The CSC, Community Shopping Center District, is intended for a unified grouping, in one or more buildings, of several, typically between five and 20, retail and service shops or stores that provide for the regular needs and are for the convenience of the people residing in adjacent residential neighborhoods. Gross floor area in a community shopping center typically ranges from 30,000 to 100,000 square feet, and land area consists of two to ten acres in size. It is intended that the community shopping center be developed as a unit, with adequate off-street parking for customers and employees, and with appropriate landscaping and screening to ensure compatibility with surrounding residential environment. This district is ideally located at the intersection of two or more arterial or major streets with a service area of up to 1½ miles. Development of a community shopping center requires approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the CSC district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in a CSC district are set forth in subsection P of this section, permitted use table. A specific use permit for a shopping center as a particular use is required before any building permit or certificate of occupancy may be issued in this district.
5. No CSC district shall be created which includes less than two acres.

6. Buildings in the CSC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

G. *NC, Neighborhood Commercial District, general purpose and description.* The NC, Neighborhood Commercial District, is primarily intended for retail sales, services and office activities in a mixed grouping. This designation is intended for use along major thoroughfares and collector streets where larger tracts of land can be utilized as coordinated commercial centers. This designation is intended for use of land areas between one-quarter acre and two acres. Structure size is typically between 4,000 and 20,000 square feet. Development of a neighborhood commercial district requires approval of a development site plan by the planning and zoning commission. Office uses permitted in this district shall not exceed 60 percent of the gross building and structure floor area.

1. Area and height regulations. Area and height regulations in an NC district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the NC district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an NC district are set forth in subsection P of this section, permitted use table.

5. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.

6. Buildings in the NC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

G-1. *LNC, Local Neighborhood Commercial District, general purpose and description.* The LNC, Local Neighborhood Commercial District, is primarily intended for retail sale of convenience goods or services for persons residing in adjacent residential areas. Other uses are permitted in the LNC when they are of similar land use intensity and physical impact as those uses to be integrated into the surrounding residential area. Because the retail and personal service uses permitted may be an integral part of the neighborhood, closely associated with the residential, religious, recreational, and educational uses in the neighborhood, more restrictive requirements are placed on development relative to other commercial zoning categories. The local neighborhood district is intended for use at the entrance to residential areas and in some situations within the confines of a residential district. This designation is intended for use of land areas of up to one acre. Development of a local neighborhood commercial district requires approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Area and height regulations in an LNC district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning, compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the LNC district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an LNC district are set forth in subsection P of this section, permitted use table.

5. The gross building and structure floor space shall not exceed 4,000 square feet.

6. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 80 percent of the total lot area.

7. Buildings in the LNC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

H. *OPD, Office Park District, general purpose and description.* The OPD, Office Park District, is intended to encourage and permit general professional and business office development in a fashion consistent with surrounding development. This district is ideally suited as a buffer between commercial and residential areas. As such, it shall be considered for entrances and land adjacent to residential developments. The ultimate development is to provide land use intensity and landscaping consistent with surrounding areas. Development of an office park district requires approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Area and height regulations in an OPD are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the Planning and Zoning Commission within the OPD under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an OPD are set forth in subsection P of this section, permitted use table.

5. Show window or display window effects shall not be permitted and there shall be no display from windows or doors and no storage of merchandise in the building or on the premises except in quantities customarily found in professional or business offices.

6. Retail operations that are primarily for selling to office park occupants are permitted. Examples of these retail operations would be restaurants, coffee shops, office supply, barbershops, gift shops, health spas, specialty stores.

7. One caretaker's quarters unit may be provided for each office park complex.

8. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.

9. Buildings in the OPD are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

I. *Downtown District (DD), general purpose and description.* The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.

a. No residential use shall be allowed on the first floor.

2. See section 8 for supplementary district regulations.

3. Permitted uses. Uses permitted in the DD are set forth in subsection P of this section, permitted use table.

4. Buildings in the DD are encouraged to have exterior cladding of brick, masonry, stone, stucco, glass or lap sided cement fiberboard. Sheet cement fiberboards are discouraged, except as trim for eves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

J. *PUD, planned unit development, general purpose and description.*

(1) *General.*

(a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the Planning and Zoning Commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

(b) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

(c) The general purposes of all PUD districts are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;

2. To accommodate innovation in development by modifying the city's land use and development regulations;

3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;

4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;

5. To protect and enhance the aesthetic and visual qualities of development;

6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;

7. To promote economic development in accordance with the city's plans for such.

(2) *Application.*

(a) Application and approval process. A development review committee meeting with staff is required prior to application for a PUD. Following the DRC meeting, the applicant will submit all required documents described below to city staff for comments and corrections prior to scheduling the public hearing.

(b) Each PUD application shall be accompanied by payment for the processing fee as established in section 14. Advertisement and public hearings shall be held by the Planning and Zoning Commission and City Council in accordance with the notification procedure set forth for a rezoning application. Following the public hearing, the Planning and Zoning Commission shall forward the plan with its recommendation to the city council for consideration. The Planning and Zoning Commission and/or City Council may require additional information throughout the process.

(c) An applicant may choose one of two ways to seek PUD approval:

1. Submit all items listed below with the application and the required processing fee for rezoning. This option would allow the site plan to be approved as a part of the zone change and prevent the applicant from a second submittal after rezoning to obtain site plan approval.

    (a) Data describing all processes and activities involved with the proposed use;

    (b) Boundaries of the area covered by the site plan;

    (c) The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;

    (d) The location of existing drainage ways, and significant natural features;

    (e) Proposed landscaping and screening buffers;

    (f) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities and outside trash storage facilities;

    (g) The location, height and type of each wall, fence, and all other types of screening;

    (h) The location, height and size of all proposed signs;

    (i) Utility and drainage plans;

    (j) Regulation matrix designating what zoning district the development will follow;

    (k) Data describing any variation from the typical development requirements; or

2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:

    (a) General land use and density plan;

    (b) Identify proposed general uses, densities, major open spaces, circulation and access features;

    (c) Statement indicating proposed phasing of development and the projected timing of each;

    (d) Data describing all processes and activities involved with the proposed use;

    (e) Regulation matrix designating what zoning district the development will follow;

    (f) Data describing any variation from the typical development requirements.

(3) Modification of standards proposed within a PUD.

(a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.

(b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively, but shall require the owner to submit an application for an amendment to the district standards.

K. *Reserved.*

L. *A-1, Agricultural District, general purpose and description.* The A-1, Agricultural District, is intended for the growing and/or marketing of agricultural products.

1. Area and height regulations. Area and height regulations in an A-1 district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the A-1 district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an A-1 district are set forth in subsection P of this section, Permitted use table. Residential development is prohibited in the A-1 district; however, dwelling quarters for onsite employees and their families are permitted provided such residential use conforms to the SFR district regulations, including lot area, width and setback requirements and parking ratio.

M. *(M-1) LI, Light Industrial District, general purpose and description.* The LI, Light Industrial District, is intended primarily for the conduct of light manufacturing, assembling, and fabrication, and for warehousing, wholesaling, and service operations. This district is designed to upgrade industrial development standards, prevent industrial blight, and protect light industrial development from incompatible residential, commercial or heavy industrial uses.

1. Area and height regulations. Area and height regulations in an LI district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the LI district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an LI district are set forth in section 7-P, permitted use table.

N. *I, Industrial District, general purpose and description.* The I, Industrial District, is intended to provide for industrial uses and other uses not otherwise provided for in the other districts. The intensity of uses permitted in this district makes it necessary to separate it from all residential districts and most commercial districts wherever possible.

1. Area and height regulations. Area and height regulations in an I district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the I district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in an I district are set forth in subsection P of this section, permitted use table.

O. *BP, Business Park District.* The BP, Business Park District, is intended to encourage and permit light manufacturing and/or service operations and auxiliary retail and wholesale sales. The business may be individually owned or leased by a common owner. The types of uses, and the design and exterior appearance shall be so controlled as to maintain the integrity and be generally compatible with adjacent surrounding residential and commercial development. All services, manufacturing and storage are to be indoors. This district shall access or abut major thoroughfare and/or collector streets. It is intended that the business park be developed as a unit. Development of a business park district shall be developed on a minimum of 10,000 square feet and shall be subject to site plan approval by the planning and zoning commission.

1. Area and height regulations. Minimum size business park 10,000 square feet, no structure within a BP shall be located within 25 feet of an exterior BP boundary (an exterior BP boundary is one that abuts a zone other than BP).

2. See section 9 for temporary certificates of zoning compliance that may be granted by the administrative official and specific use permit that may be recommended by the planning and zoning commission within the BP district under certain circumstances and conditions.

3. See section 8 for supplementary district regulations.

4. Permitted uses. Uses permitted in a BP district are set forth in subsection P of this section, permitted use table.

5. Light manufacturing is permitted only if limited to final machining, assembly, testing, processing and packaging into finished goods from raw materials produced elsewhere, such as electronic parts assembly, medical products processing, mechanical parts assembly and aerospace equipment processing.

6. Truck docking facilities are permitted, provided they are located in the rear or side yard and screened from view of adjacent street right-of-way.

7. Screening devices for refuse containers are required.

8. Parking shall be designated on the parking group section of the permitted use table. However, a minimum of four parking spaces per business or four spaces per 1,000 square feet of gross building floor space for each structure, whichever is greater, is required.

9. Performance standards shall conform to section 8.J as shown in the CSC zoning district.

10. Exterior requirements. All buildings are encouraged to be constructed with at least 65 percent of their exterior walls, excluding doors and windows, constructed of masonry materials, or concrete construction or a combination of masonry, concrete, aluminum or glass materials, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

11. Except as specifically provided in the permitted use table in subsection P of this section, retail sales shall be permitted as accessory uses only and then only to the extent that such sales are sales of

products manufactured or serviced on the premises. Retail sales shall not be permitted as a primary use in the BP district except where specifically authorized in said subsection P of this section.

P. *Permitted uses.*

1. *Use of land and buildings.* Buildings, structures, land or premises shall be used only in accordance with the uses specifically permitted in the zoning district classification for the site subject to compliance with parking regulations, height and area requirements, special conditions and all other requirements of the zoning ordinance.

2. *Permitted use table.* The permitted uses in each specific zoning district are shown by means of symbols in the permitted use tables on the following pages. The letter "P" in the zoning district column opposite the listed permitted use means the use is permitted as a use of right in that district. The letter "S" in the zoning district column opposite the permitted use means the use is permitted in that zoning district only obtaining a specific use permit as set forth in section 9.G. No primary use shall be permitted in any district unless the letter "P" or the letter "S" appears opposite the listed permitted use. The letter "O" in the zoning district column means that the permitted use is for office functions only. Parking requirements are in section 8.F. The letters "NP" in the PUD-Mixed Use Zoning District column means those uses so specified are not permitted under any circumstance.

3. *Uses not listed.* Primary uses not listed in the permitted use table may be permitted in any district where similar uses are permitted. The function and locational requirements of the unlisted use must be consistent with the purpose and description of the zoning district, compatible with the permitted uses in the district, and be similar in traffic-generating capacity, noise, vibration, dust, odor, glare and heat producing characteristics.

4. *Accessory use.* A use which is customarily incidental to that of the primary existing use, which is located on the same lot or premises as the primary existing use, and which has the same zoning district classification shall be permitted as an accessory use without being separately listed as a permitted use.

5. *North America Industry Classification System (NAICS) Codes.* The activity descriptions in the current NAICS Codes prepared by the United States Executive Office of the President, Office of Management and Budget, shall be used to determine the primary establishment uses when reference is made in the tables to a designated standard industrial classification. Every January, community development staff shall determine if the manual has been revised. If the manual has been revised, such revisions and changes will be summarized in a written report and presented to the planning and zoning commission. The commission will make recommendations to council regarding adoption of the revised manual and appropriate changes to the zoning ordinance permitted use table. The commission may recommend that an ad hoc committee review and propose revisions to the permitted use table.

6. *Permitted use table.*

Residential Uses	SFR and SFR-E	MFR-GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
Single-Family Residence	P		P												
Multi-Family Residence—Garden Home		P													
Multiple-Family Residence—Low Density			P	P	P										
Multiple-Family Residence—Medium Density				P	P										
Multiple-Family Residence—High Density					P										

Mobile Home Residence						P										

	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR-GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
	Sexually oriented businesses (Ch. 62)														S	
11	*Agriculture, Forestry, Fishing and Hunting*															
111	Crop production							O	O		O	O	P			
1114	Greenhouse, nursery and floriculture production										O	O	P	S	S	O
112	Animal production							O	O		O	O	P			
113	Forestry and logging										O	O	P	S	P	
1133	Logging										O	O	S		S	
114	Fishing, hunting and trapping										O	O	P			
115	Support activities for agriculture and forestry							O	O		O	O	P		O	
21	*Mining*															
211	Oil and gas extraction										O	O	S	S	S	
212	Mining, except oil and gas										O	O	S	S	S	
213	Support activities for mining										O	O	S	S	S	
22	*Utilities*															
221	Utilities										O	O		S	P	O
23	*Construction*															
236	Construction of buildings							O	O		O	O		P	P	P
237	Heavy and civil engineering construction							O	O		O	O		P	P	S
238	Specialty trade contractors							O	O		O	O		P	P	P
31—33	*Manufacturing*															
311	Food manufacturing							O			O	O		S	S	S
311811	Retail bakeries							P	P			P				
312	Beverage and tobacco product manufacturing							O			O	O		S	S	S
313	Textile mills							O			O	O		S	S	S
314	Textile product mills							O			O	O		S	S	S
315	Apparel manufacturing							O			O	O		S	S	S

316	Leather and allied product manufacturing							O			O	O		S	P	S
3161	Leather and hide tanning and finishing							O			O	O		O	S	O
321	Wood product manufacturing							O			O	O		S	P	S
322	Paper manufacturing							O			O	O		O	S	O
323	Printing and related support activities							S			O	S		P	P	P
323113	Commercial screen printing							P	S		O	P		P	P	P
324	Petroleum and coal products manufacturing							O			O	O		S	S	S
325	Chemical manufacturing							O			O	O		S	S	S
325412	Pharmaceutical preparation manufacturing							O			O	O		P	P	P
326	Plastics and rubber products manufacturing							O			O	O		S	P	S
3262	Rubber product manufacturing							O			O	O		O	P	O
327	Nonmetallic mineral product manufacturing							O			O	O		O	P	O
331	Primary metal manufacturing							O			O	O		O	S	O
332	Fabricated metal product manufacturing							O			O	O		S	P	S
333	Machinery manufacturing							O			O	O		S	P	S
334	Computer and electronic product manufacturing							O			O	O		P	P	P
335	Electrical equipment, appliance and component manufacturing							O			O	O		P	P	P
33591	Battery manufacturing							O			O	O		O	S	O
336	Transportation equipment manufacturing							O			O	O		S	P	S

337	Furniture and related products manufacturing							O			O	O		S	P	S
339	Miscellaneous manufacturing							O			O	O		P	P	S
3391	Medical equipment and supplies manufacturing							O			O	O		P	P	P
42	*Wholesale Trade*															
423	Merchant wholesalers, durable goods							O			O	O		P	P	P
424	Merchant wholesalers, nondurable goods							O			O	O		P	P	P
425	Wholesale electronic markets and agents and brokers							O			O	O		P	P	P
44—45	*Retail Trade*															
4411	Automobile dealers							O			O	O		P	P	O
4412	Other motor vehicle dealers							O			O	O		P	P	O
4413	Automotive parts, accessories and tire stores							P	S		O	O		P	P	P
442	Furniture and home furnishing stores							P	P		O	P		S	S	P
443	Electronics and appliance stores							P	P		O	P		S	S	P
444	Building material and garden equipment and supplies dealers							P	P		O	P		P	P	P
444190	Other building material dealers							S	S		O	O		S	S	S
445	Food and beverage stores							P	P		O	P		S		S
446	Health and personal care stores							P	P		O	P		P		P
447	Gasoline stations							P	P		O			P	P	
447190	Other gasoline stations										O	O		S	S	
448	Clothing and clothing accessory stores							P	P		O	P				P
451	Sporting goods, hobby, book and music stores							P	P		O	P				P

452	General merchandise stores							P	P		O	P		P	P	P
453	Miscellaneous store retailers							P	P		O	P		P	P	P
4533	Used merchandise stores							P	P			P		P	P	P
45393	Manufactured (mobile) home dealers										O	O			S	
45399	All other miscellaneous store retailers							P	P			P		P	P	P
454	Nonstore retailers							S	S		O	S		S	S	S
48—49	*Transportation and Warehousing*															
481	Air transportation										O	O		O	O	O
482	Rail transportation										O	O		S	P	S
483	Water transportation										O	O		O	S	O
484	Truck transportation										O	O		P	P	S
485	Transit and ground passenger transportation							S	S		O	S		S	S	S
486	Pipeline transportation	S	S	S	S	S	S	S	S		S	S	S	S	S	S
487	Scenic and sightseeing transportation							S			O	P				P
488	Support activities for transportation							S	S		O	O		S	P	P
48841	Motor vehicle towing										O	O		S	P	O
491	Postal service							P	P		O	P		P	P	P
492	Couriers and messengers							P	P		O	P		P	P	P
493	Warehousing and storage										O	S		P	P	P
51	*Information*															
511	Publishing industries							P			O	P		P	P	P
512	Motion picture and sound recording industries							S			O	S		S	S	S
515	Broadcasting (except internet)							S	S		O	O		P	P	P
517	Telecommunications							S	S		O	S		P	P	P
517911	Telecommunication resellers							P	P		O	P		P	P	P

518	Data processing, hosting and related services							S	S		O	S		S	P	P
519	Other information services							S	S		O	S		S	P	P
52	*Finance and Insurance*															
521	Monetary authorities—Central bank							P	P		P	P		P		P
522	Credit intermediation and related activities							P	P		P	P		P		P
522298	All other nondepository credit intermediation(i.e., pawn shops)							S			O	S		S	P	P
523	Securities, commodity contracts, and other financial investments and related activities							P	P		P	P		P		P
524	Insurance carriers and related activities							P	P		P	P		P	P	P
525	Funds, trusts, and other financial vehicles							P	P		P	P		P		P
53	*Real Estate and Rental and Leasing*															
531	Real estate							P	P		P	P		P	P	P
53113	Lessors of miniwarehouses and self-storage units							O	O		O	O		O	P	P
532	Rental and leasing services							P	S		O	S		P	P	P
53212	Truck, utility trailer and RV rental							O	O		O	O		O	P	P
533	Lessors of nonfinancial intangible assets (except copyrighted works)							P	P		P	P		P	P	P
54	*Professional, Scientific and Technical Services*															
541	Professional, scientific and technical services							P	P		P	P		P	P	P
54138	Testing laboratories							S			O	S		S	P	P
55	*Management of Companies and Enterprises*															

551	Management of companies and enterprises							P	P		P	P		P	P	P
56	*Administration/Support Waste Management/Remediation Services*															
561	Administrative and support services							P	P		O	P		P	P	P
561730	Landscaping services							S			O	O		S	P	S
56179	Other services to buildings and dwellings							S			O	O		S	P	P
562	Waste management and remediation services										O	O		S	P	S
61	*Educational Services*															
6111	Elementary and secondary schools	S	S	S	S	S	S	S	S		O	S	S	S	S	S
6112	Junior colleges							S			O	S	S	S	S	S
6113	Colleges, universities and professional schools							S			O	S	S	S	S	S
6114	Business schools and computer and management training							S			O	S	S	S	S	S
6115	Technical and trade schools							S			O	S	S	S	S	S
6116	Other school and instruction							P	P		P	P	S	P	P	
62	*Health Care and Social Assistance*															
621	Ambulatory health care services							P	P		P	P				P
622	Hospitals							P			O	S		P		P
6231	Nursing care facilities—Skilled nursing facilities							S	S		O	S				
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities	S1	S1													
623311	Continuing care retirement communities (with on-site nursing)	S1	S1					S	S		O	S				
623312	Assisted living facilities for the	S1	S1					S	S		O	S				

	elderly (without on-site nursing)															
624	Social assistance							S			O	S				S
6244	Child day care services (childcare centers)							P	P		O	P				
6244	Child day care services (registered and/or licensed childcare home)	P	P													
71	*Arts, Entertainment and Recreation*															
7111	Performing arts							P			O	P				P
7112	Spectator sports							S			O	O				P
7113	Promoters of performing arts, sports and similar events							P			O	P				P
712	Museums, historical sites and similar institutions	S	S	S	S	S	S	P	S		O	P	S	S	S	S
7131	Amusement parks and arcades											S		S	P	
7132	Gambling industries															
7139	Other amusement and recreation industries											S		S	P	
713940	Fitness and recreational sports centers							P	S			P		P	P	
72	*Accommodation and Food Services*															
7211	Traveler accommodation							S			O	S		S	S	S
7212	RV (recreational vehicle) parks and recreational camps										O			S	S	
7213	Roominghouses and boardinghouses							S			O	S		S	S	S
7223	Special food services							P	P		O	P		P		P
7224	Drinking places (more than 75% sales of alcoholic beverages)							S				S		S		S
7225	Restaurants and other eating places							P	P		O	P		P		P
81	*Other Services (Except Public Administration)*															
8111	Automotive repair and maintenance							P	S		O	S		S	P	

81112	Automotive body, paint, interior and glass repair							S	S		O	S		S	P	
8112	Electronic and precision equipment repair and maintenance							S			O	O		S	P	P
8113	Commercial and industrial machinery and equipment (except automotive and electronic repair and maintenance)							S			O	O		S	P	P
8114	Personal and household goods repair and maintenance							S			O	O		S	P	P
8121	Personal care services							P	P		P	P		P		P
8122	Death care services							S	S		O	S		S		S
8123	Dry cleaning and laundry services							P	P		P	P		P		P
8129	Other personal services							P	P		P	P		P		P
8131	Religious organizations	S	S	S	S	S	S	S	S		O	S	S			
8132	Grantmaking and giving services							O	O		O	O		O		O
8133	Social advocacy organizations							O	O		O	O		O	P	O
8134	Civic and social organizations							O	O		O	O		O	P	O
8139	Business, professional, labor, political, and similar organizations							O	O		O	O		O		O
814	Private households	P	P	P	P	P	P					P (a)	P			
92	*Public Administration*															
921	Executive, legislative, and other general government support							P			O	P		P		P
922	Justice, public order and safety activities							P			O	P		P		P
92214	Correctional institutions														S	

923	Administration of human resource programs							P			O	P		P		P
924	Administration of environment quality programs							P			O	P		P		P
925	Administration of housing programs, urban planning, and community development							P			O	P		P		P
926	Administration of economic programs							P			O	P		P		P
927	Space research and technology							P			O	P		P		P
928	National security and international affairs							P			O	P		P		P

(a) Second floor and above.

(b) Legend:

1. P: Permitted.
2. S: Special use permit required.
3. O: Office use only.
4. Blank: Not permitted.
5. S1: Site plan approval required; these facilities shall be subject to the following additional supplemental requirements at the time the first permit, certificate of occupancy, or zoning compliance request is submitted:

    a. A site plan shall be submitted showing the layout of the proposed site, including present and proposed structures, driveways, parking areas, loading and delivery areas, trash collection areas, or other improvements. A site plan submitted under this subsection shall be subject to review and recommendation to the city council by the planning and zoning commission and approval by the city council.

    b. An elevation shall be submitted that shows the exterior of the structure and any and all proposed changes to any existing building, yard, or other improvements. A personal care facility shall maintain its residential appearance. In no case will parking lots or spaces be authorized in a front yard, nor may loading and delivery areas, trash collection areas, or recreation areas be located in the front yard or so as to be visible from the street of any personal care facility.

    c. A copy of the state license authorizing the individual proposing the use to open and operate such a facility, or, if the license has not been granted, a copy of the application submitted to the state department of licensing and regulation for such a license, along with a list of the remaining approvals or requirements to

be met in order to obtain such a license. Within 60 days of receipt of such license, and in any case, prior to the issuance by the city of a certificate of occupancy for the facility, a copy of such state license shall be provided to the city's building official.

d. No personal care facility shall be allowed to open or operate until a license has been issued by the appropriate state regulatory agency. Any facility opening or operating without a valid state license or city approved site plan shall be subject to immediate closure by the city and all remedies and penalties available under state law.

e. All applications filed with the city must indicate what type (A, B, or C) of facility is planned for operation under the licensing standards for personal care facilities, published by the state department of human services, so staff may evaluate the plans under the appropriate code requirements.

f. Compliance with all applicable city and state codes, ordinances and regulations shall be required prior to issuance of a certificate of occupancy for the operation of a personal care facility. In case of a conflict between city and state regulations, the more stringent shall control.

(c) Notwithstanding the permitted uses depicted in this table, which are intended to address uses not otherwise regulated or restricted by federal, state, or related law for protected specific uses, it is the intention of the city to fully comply with all such legal requirements. Any applicant who is relying upon any such specific rules or regulations not otherwise addressed in this table shall provide the relevant provisions to the city for review.

(d) *Swimming pool.* Exception for private recreation facilities under subsection (e) of this section.

1. If located in any residential zoning district, the pool shall be intended and used solely for the enjoyment of the occupants of the principal use of the property on which it is located and their guests.

2. A swimming pool shall be deemed an accessory structure under the terms of this appendix, and shall, except as otherwise specifically provided herein, be subject to all requirements and restrictions hereunder. A swimming pool may be erected within a required rear yard, provided it is set back no closer than five feet from any rear lot line, but shall not be erected within any required front or side yard. Swimming pool pump, filter, and heating equipment may be located within a required side or rear yard, but not nearer than five feet from any side or rear property line.

(e) *Private recreation facility.* Private recreation facilities in residential districts for multifamily developments, subdivisions, or homeowners' associations shall be restricted to use by the occupants of the residence and their guests, or by members of a club or homeowners' association and their guests, and shall be limited to such uses as swimming pools, open game fields, basketball, shuffleboard, racquetball, croquet, and tennis courts, and meeting or locker rooms. Private recreation facilities shall not be located within 25 feet of any street right-of-way or within ten feet of any abutting property line. Activity areas shall be fenced and screened from abutting properties. Dispensing of food and beverages shall be permitted on the premises only for the benefit of users of the recreation facility and not for the general public. Off-street parking shall be required on the basis of one space for each 4,000 square feet of area devoted to recreational use with a minimum of four spaces and a maximum of 20 spaces.

(f) *Auto repair garage.* Automobile repairing, painting, upholstering and body and fender work shall be performed only under the following conditions:

1. All body and fender repairing shall be done within a completely enclosed building or room with stationary windows that may be opened only at intervals necessary for ingress and egress.
2. No spray painting may be done except in a spray booth especially designed for that purpose.
3. All other auto repairing, etc., shall be conducted within a building enclosed on at least three sides.
4. All vehicles awaiting body repair and/or paint, not currently being worked on within the required building, shall be stored behind and completely screened by an eight-foot opaque fence. The fence must be placed as to not block visibility of traffic and allow required ingress and egress. In addition, the fence must comply with fence requirements as noted in section 8.B.
5. Repaired vehicles, or those waiting to be repaired, cannot occupy recommended parking places.

(g) *Temporary batching facility.* Before a specific use permit may be granted for a temporary batching facility, the city council shall find that such batching plant, yard, or building is both incidental to and necessary for construction within two miles of the plant. A specific use permit may be granted for a period of not more than 180 days, and approval shall not be granted for the same location for not more than four specific use permits during any 30-month period. Within 30 days following the termination of any batching plant, the permittee shall cause the site to be returned to its original condition.

(h) *Junkyards.* No property located within the corporate limits of the city shall be used and no building shall be erected for or converted to be used as an auto wrecking yard, junkyard, salvage storage, scrap metal storage yard or wrecking material yard, except in the I, industrial district.

(i) *Dry cleaning facilities.* Dry cleaning establishments shall be subject to the following additional supplemental requirements at the time of submittal for site plan approval, certificate of occupancy, first permit or zoning compliance request. Compliance with all applicable city, state and federal codes, ordinances and regulations shall be required prior to the issuance of a certificate of occupancy. In the case of a conflict between city, state and federal regulations, the more stringent shall control. Reports and copies of all documentation listed below must be provided to the city on a quarterly basis.

1. The facility may process only the clothing dropped off by customers at that location.
2. All employees shall be certified by the equipment manufacturer before operating or maintaining the equipment at that site.
3. The facility shall be registered with the EPA and TNRCC as a small industrial generator of hazardous waste, if required by state or federal regulations, or the owner shall provide proof that it is exempt from such registration.
4. The facility shall have a sampling port installed on its property to allow compliance sampling by city, state, or federal agencies, of sewer effluent.
5. Perchloroethylene waste storage shall be limited to no more than 90 days on-site.
6. Perchloroethylene waste removal shall be handled by a third-party transporter and removed to a RCRA permitted treatment storage and disposal facility.
7. No perchloroethylene shall be stored on-site other than in the dry cleaning machine system.

(j) *Single tenant or occupant retail uses occupying 50,000 gross square feet or more.* The following requirements shall be in addition to the requirements of any applicable zoning district or overlay district. The following regulations also apply if any interior portion of the 50,000 gross square feet of the building envelope is subleased to another tenant or occupant not affiliated with the primary tenant or occupant:

1. Provide a noise mitigation plan to verify compliance with the city's current maximum permissible sound levels located in article IV, chapter 54 of the Code of Ordinances;
2. Front building facades and facades fronting private or public streets with facades greater than 200 feet in length shall incorporate wall plane projections or recesses that are at least six feet deep. Projections and/or recesses must be at least 25 percent of the length of the facade. Uninterrupted lengths of facade may not exceed 100 feet in length;
3. Buildings shall be architecturally finished on all four sides with the same architectural elements as required in subsection P.6.(j)4 of this section except the rear of the building, provided that a double row of trees is planted along the property line behind the building. In this case, the architectural finish must match the remainder of the building in color and facade material only. A double row of trees shall include trees planted on offset 50-foot centers in a 15-foot landscape buffer, where 50 percent of the trees are canopy evergreen trees; and
4. Buildings that are 50,000 square feet or more in size must include a minimum of six of the following architectural elements. Buildings that are 100,000 square feet or more in size must include a minimum of eight of the following architectural elements or other architectural features approved by the planning and zoning commission:
    a. Canopies, awnings or porticos.
    b. Overhangs.
    c. Arches.
    d. Arcades (a series of adjoining arches).
    e. Peaked roof forms.
    f. Outdoor patios.
    g. Display windows.
    h. Architectural work, such as tile work and moldings integrated into the building facade.
    i. Articulated ground floor levels or base.
    j. Articulated cornice lines.
    k. Integrated planters or wing walls that incorporate landscape and sitting areas.
    l. Offsets, reveals, or projecting ribs used to express architectural or structural bays.
    m. Accent materials (minimum 15 percent of exterior facade).
    n. Varied roof heights.
    o. Other architectural features approved by the planning and zoning commission.

Q. *District area and height regulations.*

1. No lot, parcel, premises or tract of land shall be created and no building permit shall be issued for any request that does not meet the appropriate minimum lot area, width, depth, yard and height regulations as set forth in the following tables.

2. See regulation matrix.

REGULATION MATRIX - COMMERCIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

Zoning District	Lot Area Minimum Square Feet	Lot Width Minimum Feet	Lot Depth Minimum Feet	Yards—Minimum Feet					
				Front	Rear (a)	Side			
						Interior		Exterior	
						When Abutting Property in a Residential District or Garden Home District	When Abutting Property in a Nonresidential District	When Backing Up to an Abutting Side Yard	When Backing Up to a Abuttin Rear Yard
CSC	15,000	100	150	30	15	25	10	25	10
NC	12,000	100	120	30	15 D	25	10	25	10
LNC	10,000	100	100	30	15 D	25	10	25	10
DD	15,000 E	0	0	0	0 G 15 F	15	0	0	0
OPD	10,000	100	100	30	15	25	10	25	10
BP	10,000	100	100	30	25	25	10 J	25	10 J
LI	15,000	100	100	30 A	25	25	10	25	10
I	20,000	100	100	30 B	25 C	40 C	10	25 C	10 C

A. When LI district is across the street from a residential district, front yard shall be a minimum of 40 feet from street R.O.W.

B. When I district is across the street from a residential district, front yard setback shall be a minimum of 50 feet from street R.O.W.

C. When industrial district abuts side and/or rear residential district, setback shall be a minimum of 90 feet.

D. When rear yard of an NC or LNC district abuts a nonresidential district, rear yard setback shall be a minimum of 15 feet.

E. Lots within the downtown district (DD) in existence prior to the creation of the DD shall be deemed as lawfully existing and shall be allowed to develop under DD regulations. Further, tracts of any size in existence prior to the creation of the DD may be combined into larger tracts and developed, even if the aggregate size is less than 15,000 square feet. Further, no lot classified as within the DD zone may be subdivided to less than the minimum size of 15,000 square feet.

F. When DD rear yard abuts a residential district (residential district or garden home district), rear yard setback shall be a minimum of 15 feet.

G When DD rear yard abuts a non-residential district, rear yard shall be a minimum of zero feet.

H. In NC and OPD, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 90 percent of the total lot area, per subsections G.5 and H.8 of this section.

I. In LNC, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 80 percent of the total lot area, per subsection G-1.6 of this section.

J. In BP, no structure shall be located within 25 feet of an exterior BP boundary. An exterior BP boundary is one that abuts a zone other than BP, per subsection O.1 of this section.

K. Height maximum includes belfries, chimneys, cooling towers, elevator bulkheads, fire towers, storage towers, monuments, ornamental towers and spires, stage towers and scenery lofts, tanks and water towers.

REGULATION MATRIX—RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards—Minimum Feet					Height Maximum Feet (b and e)	Parkin Requir Unit
				Front	Rear (a)	Side				
						Interior (d)	Exterior (Corner Lot)			
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard		
SFR Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K
SFR Single-Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K
SFR-E Single-Family—Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K
MFR-L Multifamily—Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K

MFR-M Multifamily—Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40	K
MFR-H Multifamily—Highest	12	—	—	25 B	0	10 E, I	25 B	20 C	40	K
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20	K
A-1	—	—	—	25 B	25	10 I	25 B	20 C	40	K
MFR-GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, J	5 B, H	4 C, H	40	K

A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.

B. 35 feet on thoroughfares.

C. 25 feet on thoroughfares.

D. Zero setback on side only, minimum five-foot separation between buildings.

E. Ten-foot minimum separation between buildings.

F. Lots currently in existence with less than 90 feet of width may continue with the same existing setback provided they are not less than a minimum of five feet.

G. Developer must elect either units per acre or lot area. Two-family residential units on two lots are required when lot area is elected.

H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the drainage utility/access easement (if streets are private), whichever is greater.

I. 25 feet when abutting land zoned single-family residential (SFR) district.

J. Ten feet when abutting land zoned anything other than MFR-GHD (garden home district).

K. Parking is required in accordance with the parking group table in the design criteria manual.

3. *Area and height exceptions.*

a. Height maximum in community shopping center (CSC), neighborhood commercial (NC), office park district (OPD), light industrial (LI), industrial (I), and business park (BP) districts may exceed 40 feet in height when the building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation, provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet.

b. Exceptions for community shopping center (CSC), neighborhood commercial (NC), office park district (OPD), light industrial (LI), industrial (I), and business park (BP) districts:

1. On buildings or structures located in these districts, finials, crosses, and other religious symbols shall not extend more than ten feet above the building or extend more than ten feet above the allowable building height; and

2. Finials, crosses and other religious symbols shall not be accessible and shall not be illuminated above the roofline.

c. Exceptions for the downtown district (DD):

1. On buildings or structures located in the downtown district (DD), finials, crosses and other religious symbols shall not extend more than 18 feet above the building or extend more than 18 feet above the allowable building height; and

2. Finials, crosses, and other religious symbols shall not be accessible and shall not be illuminated above the roofline.

d. Communications towers height criteria:

1. Height limitations of communication towers. The maximum communication tower height, including antennae, lightning rods and accessories, in residential districts shall not exceed 40 feet and in non-residential districts shall not exceed 200 feet, unless otherwise approved by city council.

2. Height limitations for communication towers placed on existing buildings. Communication towers and antennae, which are located on top of buildings or structures shall not be more than 30 percent of the structure height above the structure.

3. This section applies to telecommunication towers, ham radio and television antennas, microwave relay, radio and television transmission towers.

e. Buildings or structures located in a planned unit development (PUD): Buildings and structures located in a planned unit development (PUD) shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a PUD application will be as established in the ordinance authorizing and approving the PUD.

f. Accessory buildings or structures in residential districts: Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.

g. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.

h. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements, provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

i. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

j. Stairs in certain situations. In residential zoning districts that have minimum front yard requirements, uncovered stairways associated with a residential use may project into the required front yard but shall remain a minimum of ten feet from the front property line, if:

1. A building is being elevated or reconstructed on an existing foundation to meet or exceed current city floodplain standards; and

2. The stairway projection into the required front yard is limited to the minimum area required to meet elevation standards; and the stairway, at its widest point, shall not exceed ten feet.

(Ord. No. 85-37, § 1, 1-6-1986; Ord. No. 89-10, §§ 1—3, 9-11-1989; Ord. No. 89-18, § 1, 11-16-1989; Ord. No. 90-5, § 2, 3-5-1990; Ord. No. 90-6, §§ 1, 2, 3-19-1990; Ord. No. 90-18, § 1, 7-23-1990; Ord. No. 92-15, § 1, 10-5-1992; Ord. No. 92-16, §§ 1, 2, 10-19-1992; Ord. No. 93-5, §§ 1—3, 4-19-1993; Ord. No. 93-8, § 1, 6-7-1993; Ord. No. 94-4, § 1, 4-18-1994; Ord. No. 95-12, § 1, 5-15-1995; Ord. No. 95-4, § 1, 7-24-1995; Ord. No. 95-31, 12-4-1995; Ord. No. 96-10, § 1, 6-3-1996; Ord. No. 96-14, § 3—7, 7-1-1996; Ord. No. 97-5, §§ 1—4, 3-3-1997; Ord. No. 98-1, §§ 1—5, 4-20-1998; Ord. No. 98-14, § 1, 8-17-1998; Ord. No. 98-17, § 1, 9-14-1998; Ord. No. 99-3, §§ 2—7, 1-18-1999; Ord. No. 99-6, §§ 1—7, 13, 1-18-1999; Ord. No. 99-7, § 1, 1-18-1999; Ord. No. 99-11, § 1, 7-26-1999; Ord. No. 99-21, § 2, 10-18-1999; Ord. No. 99-23, §§ 1—3, 10-18-1999; Ord. No. 2000-22, §§ 1, 3, 8-7-2000; Ord. No. 2000-24, § 1, 8-7-2000; Ord. No. 2000-23, §§ 2—4, 8-21-2000; Ord. No. 2000-26, §§ 1, 2, 8-7-2000; Ord. No. 2000-45, §§ 1, 2, 12-18-2000; Ord. No. 2002-1, §§ 1, 2, 1-21-2002; Ord. No. 2004-11, §§ 1—3, 8-2-2004; Ord. No. 2004-12, §§ 1—3, 8-2-2004; Ord. No. 2004-08, §§ 1—4, 8-16-2004; Ord. No. 2004-21, § 1, 12-6-2004; Ord. No. 2005-32, § 1, 10-17-2005; Ord. No. 2005-33, §§ 2, 3, 10-17-2005; Ord. No. 2006-15, § 1, 7-24-2006; Ord. No. 2007-04, § 1, 4-2-2007; Ord. No. 2007-11, § 2, 10-1-2007; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-06, § 2, 2-18-2008; Ord. No. 2008-16, §§ 1, 2, 7-21-2008; Ord. No. 2008-28, §§ 1, 2, 11-3-2008; Ord. No. 2008-41, § 1, 11-17-2008; Ord. No. 2009-10, § 1, 6-15-2009; Ord. No. 2009-09, §§ 1, 2, 8-3-2009; Ord. No. 2009-25, § 1, 1-4-2010; Ord. No. 2010-11, §§ 1—11(exh. A), 4-19-2010; Ord. No. 2010-41, § 1, 1-10-2011; Ord. No. 2011-14, § 1, 4-18-2011; Ord. No. 2011-35, §§ 2, 5(exh. A), 6(exh. A), 12-5-2011; Ord. No. 2011-36, § 2(exh. A), 12-5-2011; Ord. No. 2012-31, § 1(exh. A), 12-3-2012; Ord. No. 2013-09, § 2, 5-6-2013; Ord. No. 2013-45, § 4(exh. A), 12-2-2013; Ord. No. 2014-05, § 2(exh. A), 4-7-2014; Ord. No. 2016-10, § 2(exh. A), 4-4-2016; Ord. No. 2017-07, § 2, 3-6-2017; Ord. No. 2018-15, §§ 2(exh. A), 3(exh. B), 7-2-2018; Ord. No. 2018-16, § 2(exh. A), 7-2-2018; Ord. No. 2019-18, § 2, 6-3-2019; Ord. No. 2019-19, § 5, 6-3-2019; Ord. No. 2020-04, § 2, 2-3-2020; Ord. No. 2020-17, § 2(Exh. A), 4-6-2020; Ord. No. 2020-44 , § 2, 12-7-2020; Ord. No. 2021-04 , §§ 2, 3, 3-1-2021; Ord. No. 2021-05 , § 2, 3-1-2021)

Section 8. Supplementary district regulations.

A. *Visibility at intersections in residential districts.* On a corner lot in any residential district, hedges and vegetation shall not be planted or allowed to grow in such a manner to materially impede vision between a height of 2½ feet and ten feet above the centerline grades of the intersecting streets in the area bounded by the street lines on such corner lots and a line joining points along said street lines 25 feet from the point of the intersection.

B. *Fences and walls.* Except as provided below, fences and walls are permitted in or along the edge of any required yard. However, no fence or wall shall be constructed on any exterior side yard so as to constitute a hazardous visual obstruction to traffic in any direction, and the same must conform to subsection A of this section. Additionally, fences and walls may only be constructed in front yards on lots adjacent to FM 528, FM 2351, and FM 518 north of FM 2351 and south of FM 528 or on lots greater than two acres, provided that no hazardous visual obstruction is created. On residential lots, decorative, transparent fences may be constructed in front yards on lots greater than two acres or that have a minimum lot width of 150 feet at the street. Chain-link and barbed wire fences are prohibited in the front yards in residential districts. Additionally, all fences must be installed with the finished side facing outward. Exception: any size lot may construct a fence when all adjoining lots facing the same right-of-way or private street have existing compliant fences in the front yard.

C. *Accessory buildings.* Except as specifically permitted by this appendix, no accessory building shall be erected in any required yard, and no separate accessory building shall be erected within five feet of any other buildings.

D. *Erection of more than one principal structure on a lot.* In any district, more than one structure housing a permitted or permissible principal use may be erected on a single lot, provided that yard, street frontage, and other requirements of this appendix shall be met for each structure as though it were on an individual lot.

E. *Structures to have access.* Every building hereafter erected shall be on a lot adjacent to a public street, an approved private street, or provide written documentation for shared access agreements, and all structures shall be so located on lots as to provide safe and convenient access for servicing, fire protection, shared parking and/or off-street parking.

F. *Off-street parking and loading regulations.* It is the intent of this section to ensure that adequate off-street parking and loading is provided with the construction, alteration, remodeling or change of use of any building or change of use of land. Specific guidelines regarding recommended off-street parking spaces and parking lot geometrics shall comply with the requirements of the current Design Criteria Manual.

1. Approval by the Planning and Zoning Commission shall be required of parking area layouts and design of all off-street parking, including shared parking areas, with the recommendation by the city engineer. The city engineer shall render to the Planning and Zoning Commission his recommendation regarding the usability of the proposed parking spaces, and the adequacy of vehicular circulation patterns.

2. The owner and the occupier of any property upon which a business is located shall provide loading and unloading areas of sufficient number and facility to accommodate on such business premises all vehicles that will be reasonably expected to simultaneously deliver or receive materials or merchandise, and of sufficient size to accommodate all types of vehicles that will be reasonably expected to engage in such loading or unloading activities.

3. Any person desiring a building permit for the construction, alteration, or change of use of the land or any business building or structure shall submit a plot plan to the building official designating the number, dimensions and locations of all loading areas and all proposed avenues of ingress and egress to the property from adjacent public thoroughfares. The building official shall not issue such permit if it

is determined that the proposed loading and unloading facilities will present a direct or indirect hazard to vehicular or pedestrian traffic.

G. *Reserved.*

H. *Reserved.*

I. *Landscaping and screening requirements.*

1. *Purpose.* The provisions of this subsection I for the installation and maintenance of landscaping and screening are intended to protect the character and stability of residential, commercial, institutional and industrial areas, to conserve the value of land and buildings of surrounding properties and neighborhoods, and to enhance the aesthetic and visual image of the community. In furtherance thereof, trees utilized to comply with the requirements of this subsection I shall be of a type contained in the list of qualified trees approved from time to time by the city council and contained in the city's design criteria manual ("Qualified Tree List").

2. *Perimeter landscaping and screening.*

a. Adjacent property, buffer maintenance and installation.

(1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property.

(2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement.

(3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

(4) The commission may consider alternate screening plans for uses interior to a common development.

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a-1. Adjacent property, buffering streets. All land zoned commercial or industrial, as that term is defined in this section, shall have a minimum ten-foot landscaped open space adjacent to each public right-of-way located within the required yard.

b. Trees for buffer strips. If an open space buffer strip is required under the terms of this subsection I, not less than one tree, whether existing or planted, shall be maintained for each 25 lineal feet or portion thereof of solid open space buffer strip.

b-1. Landscape trees. All required trees for landscaping shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.

c. Off-street parking landscaping.

(1) All areas, other than those located within the industrial district, that are used for parking or display of vehicles, boats, construction equipment or production equipment, shall conform to the minimum landscaping requirements of this subsection 2.c. Areas that are of a drive-in nature, such as filling stations, grocery stores, banks and restaurants also, shall conform to the minimum landscaping requirements of this subsection 2.c.

(2) It is the intent of this subsection 2.c to promote the placement of trees along the thoroughfares of the city. Therefore, at least 50 percent of the required trees shall be located between the street and any buildings. No tree other than those species listed as small trees (size 3) on the qualified tree list may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

(3) Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

(4) All planted islands shall have curbs of sufficient height and width to contain the planted island.

(5) Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.

(6) Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.

(7) All trees required in this subsection 2.c shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.

(8) If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.

(9) All plants shall receive proper irrigation to encourage deep root growth and survivability.

d. Existing plant material.

(1) Where healthy planting exists on a site, the building official shall credit the property owner for existing plants that are retained and used when calculating vegetation requirements under this section. When healthy trees exist on a site, and when they are equivalent in size and species to those required by this subsection, the building official shall credit the property owner for existing trees that are retained and used when calculating requirements under this subsection.

(2) Existing landscape areas to be retained shall be protected from vehicular encroachment and damage during and after the construction phase by appropriate barriers. Parking or storing of vehicles, equipment, or materials is not allowed within the protective root zone.

(3) Protective barricades are to be installed around all protected trees prior to any construction activities on a development site. Barricades are to be installed a minimum of ten-feet from a protected tree or at the designated protective root zone.

(4) Protective barricades may be removed only to prepare the development site for final landscaping activities.

e. Maintenance and care of trees.

(1) Maintenance period for trees. For any tree installed in fulfillment of the requirements of this appendix, or any previously existing tree used in fulfillment of the requirements of this appendix, it shall be the responsibility of the then property owner to maintain such tree in a healthy condition. In the event of serious damage, disease or death of the tree, or if the tree should otherwise fail to survive , the then property owner shall, at his sole cost and expense, replace it with a tree that meets the requirements of this appendix, within 120 days from the date of notification by the city.

(2) Pruning of trees. It shall be unlawful as a normal practice for any person, firm or city department to top any tree on public property. Topping is hereby defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from the requirements of this appendix at the determination of the building official.

(3) Maintenance of trees over rights-of-way.

(a) Any entity pruning trees located in public rights-of-way or in excavating in rights-of-way or in easements shall be required to notify the city building official and to prepare such plans or outline such programs as the official deems necessary. The building official's permission must be secured before such work may begin. A developer shall have the responsibility to verify that such approval has been granted prior to the installation of utilities within easements on the developer's property.

(b) Every owner of any tree overhanging an street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that

there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right, with 14 days advance notice to the owner or agent, to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.

(c) It is prohibited to cut trees or clear vegetation on public rights-of-way to provide better view of off-premise signs.

(4) Removal of hazardous trees. The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property or harbor insects or disease which constitute a potential threat to other trees within the city. The city will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal on the owners' property tax notice.

f. Preserving trees; historical significance.

(1) Findings. The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settlers members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.

(2) Purpose. It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.

(3) Tree survey required.

(a) A tree survey showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, shall be required for:

(i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);

(ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and

(iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development cluster home (PUC—Cluster Home), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection

shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

(b) If the property contains no trees fitting the description in subsection (a) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

(c) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.

(d) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

(4) Site plan to include trees.

(a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal during construction. Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.

(b) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(5) Review and acceptance of site plan. Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) Mitigation and incentives.

(a) Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.

(b) Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."

(c) Mitigation shall be required, on a one-for-one basis, for every tree with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting one Class 1 or Class 2 tree from the qualified tree list.

(d) New trees used for mitigation purposes or for landscaping shall have a caliper of at least three inches, measured at a point 18 inches above the natural ground level.

(e) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.

(f) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. Compensating trees shall be placed on public property, as near as reasonably practicable to the development site, and may be accomplished by donating a tree in kind, or by payment to the city of such amounts as may be established from time to time by city council, based on the city's actual costs of acquisition. Compensating trees shall be planted within the time periods required for replacement trees.

(g) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) Tree protection. Property owners shall be required to ensure that each of the trees identified as "protected" on the site plan survives. If a tree identified as "protected" fails to survive, the property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of notification by the city, with a Class 1 or Class 2 tree from the qualified tree list, which has a minimum caliper of three inches, measured 18 inches above natural ground level.

g. One tree required for each lot developed for single-family residential use. Each lot developed for single-family residential use shall have one of the qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.

h. Exception for lots used for single-family residential dwelling purposes. Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per section 8.I.g.

J. *Performance standards.*

1. *Compliance required.* Except as otherwise provided herein, no land, building or structure in any district shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable fire, explosive, or other hazard; noise or vibration; smoke, dust, or other form of air pollution; heat, cold, dampness, electrical or other substance, condition or dangerous element in such a manner or in such amount as to adversely affect the surrounding area or adjoining premises. Permitted uses as set forth in this appendix shall be undertaken and maintained only if they conform to the regulations of the section.

2. *Performance standard regulations.* The following standards shall apply in the various zoning districts as indicated:

a. *Exterior noise.* Noise standards shall apply to all property owners within the city and shall be in accordance with chapter 54, Offenses and Miscellaneous Provisions, article IV, Noise, of the Code of Ordinances.

b. *Vibration.* No vibration from any use within any zoning district shall be permitted which is perceptible without instruments at any residential property line within any residential zoning district.

c. *Lighting and glare.*

(i) *Prohibited.* It shall be unlawful for any person to cause or permit to be energized on property under his possession or control any lighting, including, but not limited to, spotlights, floodlights or similar illuminating devices which project a glare or brightness, in excess of the standards described below, directly or indirectly upon any lot, tract, or parcel of land, other than that upon which such lighting is situated, which shall annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others, within the limits of the city.

(ii) *Permitted.* All lighting in the city consisting of spotlights, floodlights, or similar illuminating devices shall be installed, hooded, regulated and maintained by the owner or person in control thereof in such a manner that the direct beam of any such light shall be oriented so that it will not glare upon any lot, tract, or parcel of land other than that upon which it is situated and so that it will not cause or permit any illumination from direct or indirect lighting in, on, or over the ground at or beyond the boundary of the lot, parcel, or tract above the following levels:

1. One footcandle where the adjacent development is zoned for nonresidential uses.

2. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.

(iii) *Shielding required.* All exterior light sources visible to pedestrian or vehicular off-premises traffic are required to be shielded, except as provided below, so that the light source is not visible to said pedestrian or vehicular traffic. Lights elevated on standards, for example in parking areas, shall be side-shielded on pedestrian or off-premises vehicular travel sides. Lighting mounted on low standards (such as bollard lights) is the preferred method for illuminating smaller parking areas and walkways.

(iv) *Exceptions.*

(1) Unshielded lighting facing pedestrian or off-premises vehicular sides of the property shall be permitted, provided the light source is not in excess of 1,700 lumens.

(2) Historical-style or architectural lighting visible to pedestrian or vehicular off-premises traffic shall be permitted, provided that the fixture or fixtures does not cause or permit any illumination in, on, or over the ground at or beyond the boundary of the lot, parcel, or tract above the following levels:

a. One footcandle where the adjacent development is zoned for nonresidential uses.

b. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.

(3) Common developments. The maximum footcandle allowed at an interior lot line shall not exceed five footcandles. Each phase of development must comply with lighting requirements applicable to exterior lot lines.

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(v) *Compliance required.* This appendix shall apply for all new facilities upon adoption and publication as required by law. All existing facilities with lighting in place on the date of adoption shall comply with the requirements herein within 24 months after the effective date of the ordinance from which this appendix is derived by installing shielding, redirecting lights, or other steps necessary for compliance. The commission may grant a one-time extension of up to an additional 24 months if the property owner or agent can demonstrate hardship, including undue expense related to the time requirement for facilities replacement. Further, existing publicly owned facilities shall be required to comply with the requirements herein at such time as the facilities undergo renovation to the exterior or where overall renovation exceed 50 percent of the costs of construction of the existing facilities. Welding, new construction and repairs of facilities shall be exempt from these regulations, provided, however, that no requirements will be imposed in derogation of federal or state safety and health regulations.

d. *Particulate air contaminants.* No emissions, dust, fumes, vapors, gases, or other forms of air pollution shall be permitted in violation of the rules and regulations of the state air control board and the environmental protection agency.

3. *Exceptions from performance standards.* The owner or operator of any building, structure, operation or use which violates any performance standard may file an application for a variance from the provisions thereof wherein the applicant shall set forth all actions taken to comply with said provisions and the reasons why immediate compliance cannot be achieved. The board of adjustment may grant exceptions with respect to time of compliance, subject to such terms, conditions and requirements as it may deem reasonable to achieve maximum feasible compliance with the provisions of this section. In its determinations, the board of adjustment shall consider the following:

a. The magnitude of the nuisance caused by the violation.

b. The uses of property within the area of impingement by the violation.

c. The time factors related to study, design, financing and construction of remedial work.

d. The economic factors relating to age and useful life of the equipment.

e. The general public interest, welfare and safety.

K. *Sign regulations.* The sign regulations are printed in Appendix A to this Code.

L. *Screening for dumpsters and recycling storage containers.*

1. Dumpsters and recycling collection areas.

a. Dumpsters and recycling collection areas shall be located to minimize their visibility from public streets.

b. Dumpsters and recycling receptacles shall be screened to a height sufficient to screen the refuse from public view.

c. Dumpsters and recycling collection enclosures shall contain permanent walls on three sides with the service opening not directly abutting a public sidewalk. The fourth side shall incorporate enclosure doors.

d. The opening for removal of the dumpster or recycling receptacle for collection is a minimum of 12 feet to allow for proper access when it is serviced. For every dumpster added, an additional ten feet in width is required.

M. *Commercial activities and outdoor sales.*

1. *Commercial activities.*

(a) *Permanent structure required.* Except as herein provided, every business within the city must be operated out of a permanent, stationary, site-built building.

(b) *Temporary construction structures.* Temporary buildings and building material storage areas to be used for construction purposes may be permitted for a specific period of time in accordance with a permit issued by the building official for a period not exceeding the period of construction. Upon completion or abandonment of construction, such field offices and buildings shall be removed at the owner's expense. Such uses shall be located on a platted lot, and may not be placed on-site until improvements are accepted by the council, or in the case of developed sites where improvements exist, until a permit is issued.

(c) *Temporary sales structures.* Temporary buildings for temporary sales offices, and temporary off-street parking areas, may be permitted in conjunction with new home sales. Such uses shall be located on a platted lot, may not be placed on-site until improvements are accepted by the council, or in the case of developed sites where improvements exist, until a permit is issued. Such structures and parking areas shall be removed when the subdivision is sold out. One temporary sales office is permitted per builder in a subdivision.

(d) *Businesses creating nuisance.* Any business operating within a temporary structure as authorized above that constitutes a public nuisance to the surrounding neighbors or endangers public health, safety or welfare shall be cited for nuisance violations under this Code and shall be required to cease operations as directed by the building official, or other designee.

(e) *Portable buildings or structures.* Portable buildings or structures, including, but not limited to, cargo boxes or tractor-trailers, are not permitted for use as commercial or business operations, provided, however, that such may be used as accessory structures for storage for a main business. The number and location of such structures are subject to a site plan review and approval by the city community development department. Mobile homes or RVs are not permitted to be used as accessory buildings.

(f) *Restroom facilities.* Every business within the city must provide permanent restroom facilities on-site available for use by the customers of that particular business. These facilities may be located within the same building as the business, or may be provided in an adjacent business with evidence of a perpetual agreement for such with the owner of the adjacent business. Restroom facilities shall be in compliance with all applicable state, county and city building and health code provisions, including restroom facilities for handicapped individuals, for the size and type of business to be conducted at that location.

(g) *Exceptions.* In the event of a natural disaster (e.g., flood, hurricane), or other catastrophic loss (e.g., fire), the city council may suspend the application of this appendix for such period of time as may be determined to be necessary for reconstruction of permanent structures.

2. *Outdoor sales.* For the purposes of this section, outdoor sales are defined as the display outside of a permanent structure, for the purpose of purchase by consumers, whether immediately or by placing of orders, of any merchandise, services, products, or goods irrespective of whether payment for such is made outdoors or in a permanent structure. Outdoor sales for commercial or business purposes shall be allowed only under the following conditions and procedures:

(a) *Permit required.* No person shall conduct outdoor sales either in the open or under a tent or other temporary cover for commercial or business purposes within the city limits without first obtaining a permit under this section.

(b) *Application for permit.* Any person desiring to conduct outdoor sales shall apply to the building office for a permit. The application shall state the name of the person conducting the activity; the proposed location; the name of the owner of the property where the sales are to be located; the nature of the intended activity; and the proposed dates of use; and other pertinent information on the form. Proof of insurance for the activity, in a minimum amount of coverage as determined by city council, or required by law, and a copy of the activity's sales tax certificate shall also be submitted prior to issuance of a permit. A site plan shall also be submitted to city staff containing all information required by the zoning ordinance for administrative review. The city reserves the right to require additional information or verifications, such as health permits, depending upon the type of business and regulatory oversight by other entities.

(c) *Fee.* The building department shall charge and collect a fee before issuance of a permit, in an amount set by the city council. If the activity ceases, closes, or is terminated for any reason prior to the expiration of the permit, there shall be no refund of the above fee.

(d) *Zoning compliance required.* Outdoor sales will be allowed for commercial or business purposes only at locations which are properly zoned for the nature of commercial or business activity to be conducted at that location. Further, all outdoor sales activities must comply with the setback requirements, parking requirements and other standards in city ordinances.

(e) *Number of permits.* There shall not be more than three permits issued to a person or business, or for a location, within a calendar year, nor shall permits be allowed to run consecutively during two, 12-month periods. Permits shall be issued a minimum of 30 days apart.

(f) *Hours of operation.* A permit for outdoor sales shall be for a period not to exceed 15 consecutive calendar days. The commercial or business activity shall be allowed to conduct business no earlier than 9:00 a.m., and must close activities no later than 10:00 p.m. or until dark (official sundown), whichever comes first, unless the applicant shows adequate lighting on the site plan or it is an outdoor sales activity related to the primary business activity on the site and adequate lighting is provided on-site. The permittee must remove all items, tents and materials used for the conduct of the outdoor sales from the location not later than 5:00 p.m. of the day after the final date of the permit. However, any such permit issued for an activity commencing on the Friday, Saturday or Sunday immediately preceding Thanksgiving shall be effective from that date until 12:00 midnight, December 25 that year, and all materials shall be removed by 5:00 p.m., December 26.

(g) *Compliance with all codes.* All tents or other coverings and materials used for commercial and business purposes must otherwise comply with all applicable fire, safety and other codes in effect during the dates of the permitted activity.

(h) *Posting.* A copy of the permit shall be conspicuously posted at or upon the entrance to the outdoor sales activity at all hours during the approved dates of the activity.

(i) *Operating without a permit; false information.* Any person or entity conducting outdoor sales for commercial or business purposes without complying with this section, or who gives false, misleading or incomplete information on an application, shall within one day of notice of violation obtain the required permit for a fee in an amount which shall be triple the normal fee, or immediately cease and desist from all activity covered by this article, and remove the outdoor sales activity from the premises before midnight of that day.

(j) *Existing outdoor sales.* Any person conducting outdoor sales as defined above, on the effective date of the ordinance from which this appendix is derived, must either apply for and receive a permit, or cease the use and remove the activity no later than 5:00 p.m. on the seventh calendar day after the effective date of the ordinance from which this section is derived.

(k) *Farmers markets.*

i. For the purposes of this section, farmers markets are defined as an organized entity/operation, certified by the state department of agriculture, that allows a group of food growers/manufacturers to market and sell their farm produce and products in a specific location. The products would include herbs and spices in their natural or dried state, vegetables, fruits, nuts, berries, grains, honey, watermelons and other melons, and cantaloupes in their natural state as well as farm produce, shelled peas or legumes, yard eggs and packaged foods processed or manufactured by a vendor in a licensed food establishment and packaged and labeled according to law.

ii. No resale or craft items are allowed to be sold at farmers markets.

iii. These markets must comply with subsections m.2(a) through (d) and (g) through (i) of this section, as well as the following.

iv. In addition to the application and supporting documents listed in subsection (b) of this section, the applicant must also provide:

1) Security agreement with peace officers;

2) Traffic control plan;

3) County health district vendor's permit;

4) Janitorial/clean up service agreement and/or plan.

v. Hours of operation. Farmers markets may be permitted for one weekend a month (Saturday and Sunday only) for up to six months, from 8:00 a.m. to 6:00 p.m. At the close of the market on Sunday, all market items must be removed from the site, including display tables, tents, equipment, etc.

3. *Exemptions.*

(a) *Charitable or nonprofit events.* The conducting of outdoor sales or commercial activity by a governmental entity, public utility, or tax exempt not-for-profit organization formed for education, philanthropic, scientific or religious purposes, where any proceeds and profits are designed to be contributed to such entity conducting the activity, or where the activity occurs on property owned by a governmental entity. However, such entities and organizations shall comply with all other ordinances and laws applicable to their activity, and no such activities shall be allowed on the public rights-of-way.

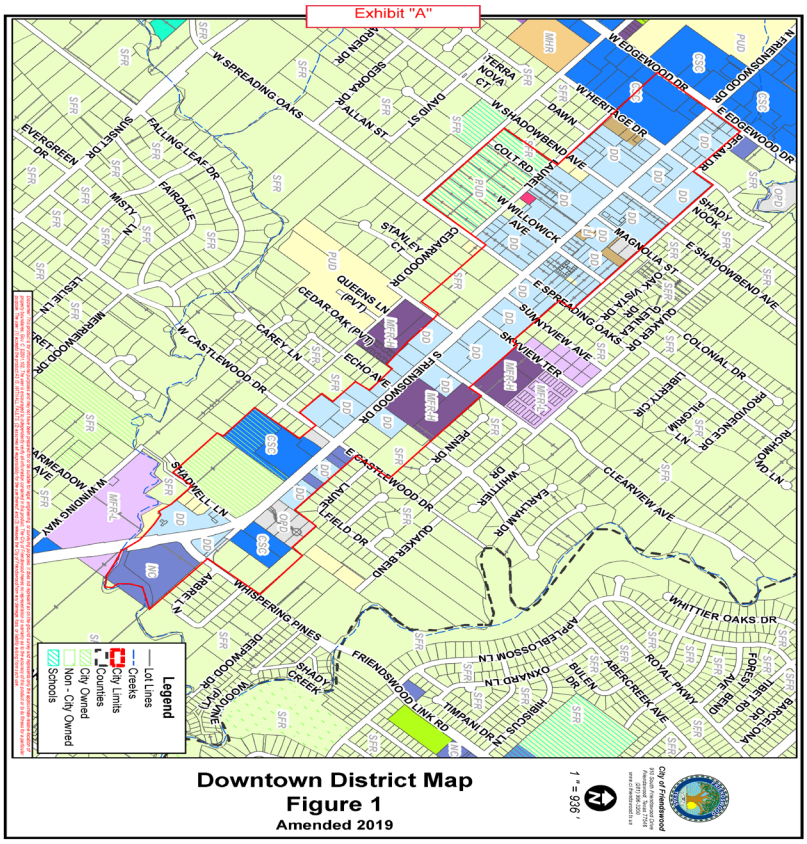
(b) *Outdoor displays of merchandise.* Outdoor displays of merchandise by retail businesses shall be allowed if the display involves items for sale by a commercial retailer located within a permanent structure. Such displays may not cover more than half of the width of the pedestrian walkway between the storefront and the curb, unless other accommodations for pedestrian travel satisfactory to the building official are made. A permit shall be required for the placement of outdoor sales activities or items within any parking lot, and a permit shall not be granted if the proposed area eliminates required parking areas, provided, however, that special events shall be exempt from this latter provision, where emergency access and parking is approved by the building official in advance of the event. For the purposes of this section, "special event" is defined as a temporary outdoor use on private property that extends beyond the normal uses

and standards allowed by the zoning ordinance of the city and which runs not longer than four days. Special event includes, but are not limited to, art shows, sidewalk sales, pumpkin and holiday sales, festivals, craft shows and church bazaars.

(c) *Suspension in the event of disaster or loss.* In the event of a natural disaster (e.g., flood, hurricane), or other catastrophic loss (e.g., fire), the city council may suspend the application of this appendix for such period of time as may be determined to be necessary for reconstruction of permanent structures.

N. *Downtown District supplemental requirements.* These supplemental requirements shall apply only to new developments within the Downtown District or where a structure in the district has lost its nonconformity. A new development shall be defined as any new project built on a raw or otherwise vacant tract or tracts of land, not associated with an existing structure. A structure shall be deemed to have lost its nonconformity as determined by Zoning Ordinance Section 6.

1. *Geographic limits.* The geographic limits of the Downtown District are as shown on the Downtown District map (Figure 1). All properties within these geographic limits may rezone to Downtown District (DD). Those properties outside the geographic limits may not rezone to Downtown District (DD).



2. *General purpose and description.* The downtown district (DD) is intended to create a mixed use environment based on traditional neighborhood and smart growth standards. It is designed for physical flexibility with zero setbacks and allows for the redevelopment of small, existing tracts. The encouragement of a pedestrian friendly environment is established by allowing shared parking and on-street parking, as well as sidewalks and street furnishing.

3. *Parking.* To promote pedestrian friendly environments, shared parking and shared parking access is encouraged. Parking spaces and parking lot geometrics shall comply with the requirements of the current Design Criteria Manual.

4. *Architectural standards.*

5. *Screening.*

6. *Sidewalks.*

7. *Parkways and landscaping.*

a. The 15-foot parkway required along FM 2351 and FM 518, which runs parallel and adjacent to each street's back of curb, includes a seven-foot landscape area. This area shall be reserved for amenities, such as street furniture, lighting and landscaping, and may include grass, brick pavers or other decorative material as approved by the Planning and Zoning Commission.

8. *Adjacent property, buffer maintenance and installation.*

9. *Utilities.* All permanent utilities serving the property shall be located underground, at the owner's expense.

(Ord. No. 86-10, § 1, 8-18-1986; Ord. No. 96-6, § 1, 5-20-1996; Ord. No. 97-14, §§ 1—11, 11-3-1997; Ord. No. 98-1, §§ 6, 7, 4-20-1998; Ord. No. 98-14, § 4, 8-17-1998; Ord. No. 99-6, §§ 8—12, 1-18-1999; Ord. No. 99-1, § 1, 1-18-1999; Ord. No. 2000-24, §§ 2—4, 8-7-2000; Ord. No. 2000-21, § 1, 9-11-2000; Ord. No. 2000-33, § 1, 10-16-2000; Ord. No. 2001-22, § 3, 10-15-2001; Ord. No. 2001-23, § 1, 11-19-2001; Ord. No. 2004-11, § 4, 8-2-2004; Ord. No. 2004-12, § 4, 8-2-2004; Ord. No. 2005-09, § 1, 2-21-2005; Ord. No. 2005-19, §§ 1—10, 9-12-2005; Ord. No. 2006-11, § 1, 6-26-2006; Ord. No. 2006-16, § 1, 7-24-2006; Ord. No. 2006-17, § 1, 8-7-2006; Ord. No. 2006-23, § 1, 10-16-2006; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-06, §§ 4, 5, 2-18-2008; Ord. No. 2008-08, § 1, 4-21-2008; ; Ord. No. 2008-08, § 1, 5-19-2008; Ord. No. 2008-12, § 1, 6-2-2008; Ord. No. 2008-29, § 2, 11-3-2008; Ord. No. 2009-10, § 2, 6-15-2009; Ord. No. 2009-19, § 1, 9-14-2009; Ord. No. 2010-39, § 1, 1-10-2011; Ord. No. 2010-42, § 1, 1-10-2011; Ord. No. 2011-12, § 1, 4-18-2011; Ord. No. 2011-35, § 3, 12-5-2011; Ord. No. 2012-32, § 2, 12-3-2012; Ord. No. 2013-11, § 2, 5-6-2013; Ord. No. 2013-36, § 2, 11-4-2013; Ord. No. 2014-19, § 2, 8-4-2014; Ord. No. 2015-07, § 2, 3-2-2015; Ord. No. 2017-23, § 2, 9-11-2017; Ord. No. 2019-05, §§ 2, 3, 3-4-2019; Ord. No. 2019-16, § 2, 6-3-2019; Ord. No. 2019-17, §§ 2, 3, 6-3-2019; Ord. No. 2019-18, § 3, 6-3-2019; Ord. No. 2019-19, §§ 2—4, 6-3-2019; Ord. No. 2020-04, § 4, 2-3-2020)

Section 20. Definitions.

(a) The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory use or structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult entertainment business shall have the same meaning as "sexually oriented business," as that term is defined in V.T.C.A., Local Government Code ch. 243, and chapter 62 of the Code of Ordinances, and shall include, but not be limited to, an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater, escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Such uses shall be allowed only as specifically authorized under the terms of this appendix and chapter 62 of the Code of Ordinances. The determination of what constitutes an adult entertainment business shall be made by the police chief or his/her designee, in accordance with the definitions contained in chapter 62 of the Code of Ordinances, and such determination shall be appealable to the zoning board of adjustment.

Apartment house means any building or portion thereof used as a multiple dwelling for the purpose of providing three or more separate dwelling units which may share means of egress and other essential facilities.

Automobile graveyard means an establishment or place of business that is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Building means any structure designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels or property of any kind. The term "building" includes the term "structure."

Building area means the surface of the lot covered or occupied by all structures placed thereon, excluding only driveways, walkways and uncovered patios.

Building line means a line parallel or approximately parallel to the street line and beyond which buildings may not be erected.

Childcare center means a childcare facility that is licensed to care for seven or more children for less than 24 hours per day, at a location other than the permit holder's home (pursuant to Texas Administrative Code, Title 40, Part 19, Chapter 746). Compliance with all applicable state regulations is required. A childcare center shall also obtain a certificate of zoning compliance pursuant to section 9.D ("Administration and enforcement—Building permits and certificates of zoning compliance").

1. *Registered childcare home.* In a registered childcare home, the registered primary caregiver provides care in the caregiver's own residence for not more than six children from birth through 13 years, and may provide care after-school hours for not more than six additional elementary school children. The total number of children in care at any given time, including the children related to the caregiver, must not exceed 12 (pursuant to Tex. Admin. Code, Title 40, Part 19, Chapter 747). Compliance with all applicable state regulations is required. A registered childcare home shall also obtain a certificate of zoning compliance pursuant to section 9.D.
2. *Licensed childcare home.* The total number of children in care varies with the ages of the children, but the total number of children in care in a licensed childcare home at any given time, including the children related to the caregiver, must not exceed 12 (pursuant to Tex. Admin. Code, Title 40, Part 19, Chapter 747). Compliance with all applicable state regulations is required. A licensed childcare home shall also obtain a certificate of zoning compliance pursuant to section 9.D.

Cluster housing development means a residential development containing attached or detached units on a limited portion of land with the remaining land areas consolidated into common open space areas.

Common development means two or more business establishments developed under a common plan which may utilize shared driveways and onsite parking facilities, including, but not limited to, shopping centers, office complexes, business parks, and industrial parks.

Comprehensive plan means graphic and textual form policies which govern the future development of the city and which consist of various components governing specific geographic areas and functions and services of the city.

Density means living units per acre in a platted subdivision. The term "density" pertains to total platted acreage, including streets.

Dwelling, garden home, means a dwelling unit which is structurally attached to another dwelling unit but which does not share a common wall.

Dwelling, multiple-family, means any building, or portion thereof, which is designed, built, rented, leased or intended to be occupied as three or more dwelling units or apartments and which includes facilities for food preparation and sleeping.

Dwelling, single-family, means a detached building having accommodations for and occupied by not more than one family.

Dwelling, two-family, means a detached building having accommodations for and occupied by not more than two families. In calculating minimum lot area, a two-family dwelling shall be considered to be two dwelling units.

Dwelling unit means a building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters for one family.

Family means a single individual or a number of individuals domiciled together, whose relationship is of a continuing, nontransient, domestic character and who are cooking and living together as a single, nonprofit housekeeping unit. This shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization, or group of students or other individuals whose relationship is of a transitory or seasonal nature or for anticipated limited duration of school terms or other similar determinable period.

Fence means any structure enclosing, demarcating or surrounding an area of ground to mark a boundary, control access, or prevent escape, in part or in whole.

Graduated fence means a fence required by city ordinance, the height of which may be reduced for some portion of its required length, either in a stair-step configuration or by gradually reducing such height in a straight or radial line. The length and height of the fence so reduced will be determined on the basis of a combination of factors, including, but not limited to, security, public welfare, and pedestrian and traffic safety.

Green space means natural undeveloped areas, such as prairies, farmland, barren land, forests, wetlands and lakes. The term "green space" may also include landscaped perimeters and green landscape reserves along thoroughfares.

Height.

a. The height of a building shall be measured to:

   (1) The top of ridge of the highest roof of a sloped roof (i.e., gable);

   (2) The top of the highest deck of a mansard roof; or

   (3) The top of the highest parapet wall of a flat roof.

b. For buildings not located in the floodplain, height is measured from the top of the finished first floor of the building which can be no more than two feet above the finished grade at the site. Finished grade

shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the existing grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the finished first floor elevation for any other purpose, shall not be considered to be finished grade for the purpose of measuring building height.

c. For buildings located in the floodplain, height is measured from the top of the first finished floor which shall be two feet above the average base flood elevation at the site, as established by the latest available flood elevation maps for the city.

Home occupation means an occupation or profession engaged in by the occupants of a dwelling, the conduct of which does not result in the dwelling being identified as a business by the external and objective evidence of a business, such as signs, displays, deliveries, continuous or repetitive traffic (rather than occasional or sporadic traffic) generated by the home occupation, or by regular gatherings of clients or customers for business purposes. Home occupations are a permitted use in accordance with this section, provided that:

1. The occupation or profession conducted within a residential dwelling unit must be clearly incidental and subordinate to the use of the premises as a residential dwelling unit.
2. The home occupation shall be conducted entirely within the dwelling unit or accessory structure.
3. Only members of the family residing on the premises are employed.
4. No internal or external alterations, special construction, or features are involved.
5. There is no advertising of any type on the premises and no other display or storage of materials or exterior identification of the home occupation or variation from the residential character of the main building or any accessory building; however, advertising of the home occupation by published or printed matter is allowed.
6. No equipment is used which creates offensive noises, vibrations, sound, smoke or dust, odors, heat, glare, X-ray or electrical disturbances to radio or television.
7. Vehicles used in conjunction with the home occupation must park completely in the driveway of the resident without blocking the sidewalk.
8. The home occupation must not change the character of the residential area.
9. A childcare center as defined in this section is not recognized as a home occupation.
10. A personal care facility as defined in this section is not recognized as a home occupation.
11. The use of off-site personal services at a residence by the occupant, such as lawn care, maid services, etc., does not constitute a home occupation and is not limited by this appendix.

Junkyard means an establishment or place of business maintained, used, or operated for storing, keeping, buying or selling junk, for processing scrap metal, or for maintaining or operating an automobile graveyard. The term "junkyard" includes garbage dumps and sanitary fills.

Lot includes the term "plot" or "parcel."

Lot measurements.

1. *Depth.* The distance between the midpoint of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
2. *Width.* The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost point (where they intersect with the street lines) shall not be less than 90

percent of the required lot width except in the case of lots on the turning circle of culs-de-sac where the 90 percent requirement shall not apply.

Office park means one or more commercial buildings with multiple businesses providing services but not delivering products directly to customers and consisting of two or more tenants using common driveways.

Open space means a restricted reserve located within a development with limited low-impact amenities, including, but not limited to, green space, both natural and landscaped, detention areas, trails, lakes, pavilions, benches, outdoor cooking facilities, and active recreational facilities, such as ball and soccer fields, playgrounds, and the like. Amenities may be passive or active.

Parking space, off-street, means a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room. Required off-street parking areas for three or more automobiles shall have individual spaces marked, and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walk, or alley, and so that any automobile may be parked and unparked without moving another. For purposes of rough computation, an off-street parking space and necessary access for maneuvering room may be estimated at 300 square feet, but off-street parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the city.

Personal care facility means any establishment that furnishes food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services as that term is defined in V.T.C.A., Health and Safety Code § 247.002, and as further provided for in V.T.C.A., Human Resources Code § 123.004.

Planned unit development means a district with development characterized by a unified site development plan which may provide for a mixture or combination of residential, recreation and open space and commercial uses.

Servant's or caretaker's quarters means an accessory building located on the same lot as the main building, or a portion of the main building, used as living quarters by persons acting as caretakers of the property or by employed servants and not rented or otherwise used as a separate domicile and not used except as an accessory use to the primary use of the property.

Shopping center means a group of commercial establishments which is planned, developed, owned and managed as a unit related in its location, size and type of shops to the trade area that the unit serves.

Specific use means a use that would not be appropriate generally or without restrictions throughout the zoning district but would, if controlled as to number, area, location or relation to the neighborhood, promote the property held, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in a zoning district as special exceptions, if specific provision for such special exceptions is made in this appendix.

Street means a public or private thoroughfare which affords a principal means of access to abutting property.

Street line means the right-of-way line of a street.

Structural alterations means any change in the supporting member of a structure, such as bearing walls, columns, beams or girders.

Structure means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.

Townhouse means a row of three or more attached, one-family dwellings, separated by vertical party or lot line walls, and each having private entrances.

Variance means a relaxation of the terms of a zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, so that the spirit of the ordinance is observed and substantial justice is done.

Yard means an open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward except for fences and walls.

Yard, front, means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot as specified in each zoning district.

Yard, rear, means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and a line parallel thereto on the lot as specified in each zoning district. On corner lots, the rear yard shall be considered as parallel to the street upon which the lot has its least dimensions. On both corner and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, side, means a yard between a building and the side lot line, extending from the front yard, or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest part of the building.

(b) The present tense includes the future tense; the singular number includes the plural; and the plural number includes the singular.

(c) The term "shall" is mandatory; the term "may" is permissive.

(d) The terms "used" and "occupied" include the words "intended, designed or arranged to be used or occupied."

(e) The term "person" includes an individual, firm, association, organization, partnership, trust, company or corporation.

(Ord. No. 89-9, § 1, 9-11-1989; Ord. No. 89-29, § 1, 1-22-1990; Ord. No. 90-5, § 1, 3-5-1990; Ord. No. 95-36, § 1, 1-8-1996; Ord. No. 96-6, § 2, 5-20-1996; Ord. No. 98-14, §§ 2, 3, 8-17-1998; Ord. No. 98-17, § 2, 9-14-1998; Ord. No. 2001-23, § 2, 11-19-2001; Ord. No. 2005-36, § 1, 11-21-2005; Ord. No. 2008-06, § 3, 2-18-2008; Ord. No. 2009-05, § 1, 6-15-2009; Ord. No. 2013-45, §§ 2, 3, 12-2-2013; Ord. No. 2015-04, § 2, 2-2-2015; Ord. No. 2017-23, § 3, 9-11-2017; Ord. No. 2020-16, § 5, 4-6-2020; Ord. No. 2020-44 , § 3, 12-7-2020)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

These proposed changes are the result of discussions with the property owner and engineer of record for the formerly proposed Panhandle PUD. The owner agreed to withdraw the PUD zone change application and these are the ordinance amendments that will make his development feasible, but also still be beneficial to other developments within the Industrial (I) zoning district and along FM 2351.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Relaxing and amending some of the development regulations as they pertain to Industrial (I) zoning district and common developments will make many developments more feasible.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance change. Overall, these changes are intended to enhance development in Friendswood's panhandle area while maintaining existing protections for adjacent landowners. See attached recommendation memo for full recommendation.

ATTACHMENTS

1. Ord 2021-XX Industrial Ordinance Amendments 08-27-2021

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, ZONING ORDINANCE SECTION 7.P.6. PERMITTED USE TABLE TO ALLOW NAICS USE #524 INSURANCE CARRIERS AND RELATED ACTIVITIES, #541 PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES, #551 MANAGEMENT OF COMPANIES AND ENTERPRISES, AND #561 ADMINISTRATIVE AND SUPPORT SERVICES AS "PERMITTED" IN THE INDUSTRIAL (I) ZONING DISTRICT; AMEND SECTION 8.I.2.PERIMETER LANDSCAPING AND SCREENING TO ALLOW THE COMMISSION TO CONSIDER ALTERNATE SCREENING PLANS FOR USES INTERIOR TO A COMMON DEVELOPMENT; SECTION 8.J.C. LIGHTING AND GLARE TO INCREASE THE FOOT-CANDLES ALLOWED INTERIOR TO COMMON DEVELOPMENTS; SECTION 7.5 COMMUNITY OVERLAY DISTRICT (COD) BOUNDARY TO REDUCE THE COD BOUNDARY ON FM 2351 FROM 300 FEET TO 150 FEET FROM BEAMER ROAD TO CLEAR CREEK; AND SECTION 20. DEFINITIONS TO ADD A DEFINITION OF COMMON DEVELOPMENT.

*** * * * * * * * * ***

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, ("Zoning") relating to land use and other circumstances; and

WHEREAS, City Council finds it necessary to amend various zoning regulations to promote the development of industrial properties located on FM 2351 near Beamer Road; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning," "Section 7.P.6. Permitted Use Table" to allow NAICS uses #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district is hereby amended as indicated below:

6. Permitted Use Table

	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR-GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
52	*Finance and Insurance*															
524	Insurance carriers and related activities							P	P		P	P		P	**P**	P
54	*Professional, Scientific and Technical Services*															
541	Professional, scientific and technical services							P	P		P	P		P	**P**	P
55	*Management of Companies and Enterprises*															
551	Management of companies and enterprises							P	P		P	P		P	**P**	P
56	*Administration/Support Waste Management/Remediation Services*															
561	Administrative and support services							P	P		O	P		P	**P**	P

Section 3. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning," "Section 8.I.2. Perimeter Landscaping and Screening" to allow the Commission to consider

alternate screening plans for uses interior to a common development is hereby amended as indicated below:

2. *Perimeter landscaping and screening.*

a. Adjacent property, buffer maintenance and installation.

(1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property.

(2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement.

(3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

(4) The commission may consider alternate screening plans for uses interior to a common development.

Section 4. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning," "Section 8.J.c. Lighting and glare" to increase the foot-candles allowed interior to common developments is hereby amended as indicated below:

c. *Lighting and glare.*

(i) *Prohibited.* It shall be unlawful for any person to cause or permit to be energized on property under his possession or control any lighting, including, but not limited to, spotlights, floodlights or similar illuminating devices which project a glare or brightness, in excess of the standards described below, directly or indirectly upon any lot, tract, or parcel of land, other than that upon which such lighting is situated, which shall annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others, within the limits of the city.

(ii) *Permitted.* All lighting in the city consisting of spotlights, floodlights, or similar illuminating devices shall be installed, hooded, regulated and maintained by the owner or person in control thereof in such a manner that the direct beam of any such light shall be oriented so that it will not glare upon any lot, tract, or parcel of land other than that upon which it is situated and so that it will not cause or permit any illumination from direct or indirect lighting in, on, or over the ground at or beyond the boundary of the lot, parcel, or tract above the following levels:

1. One footcandle where the adjacent development is zoned for nonresidential uses.

2. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.

(iii) *Shielding required.* All exterior light sources visible to pedestrian or vehicular off-premises traffic are required to be shielded, except as provided below, so that the light source is not visible to said pedestrian or vehicular traffic. Lights elevated on

standards, for example in parking areas, shall be side-shielded on pedestrian or off-premises vehicular travel sides. Lighting mounted on low standards (such as bollard lights) is the preferred method for illuminating smaller parking areas and walkways.

(iv) *Exceptions.*

(1) Unshielded lighting facing pedestrian or off-premises vehicular sides of the property shall be permitted, provided the light source is not in excess of 1,700 lumens.

(2) Historical-style or architectural lighting visible to pedestrian or vehicular off-premises traffic shall be permitted, provided that the fixture or fixtures does not cause or permit any illumination in, on, or over the ground at or beyond the boundary of the lot, parcel, or tract above the following levels:

a. One footcandle where the adjacent development is zoned for nonresidential uses.

b. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.

(3) Common developments. The maximum footcandle allowed at an interior lot line shall not exceed five footcandles. Each phase of development must comply with lighting requirements applicable to exterior lot lines.

(v) *Compliance required.* This appendix shall apply for all new facilities upon adoption and publication as required by law. All existing facilities with lighting in place on the date of adoption shall comply with the requirements herein within 24 months after the effective date of the ordinance from which this appendix is derived by installing shielding, redirecting lights, or other steps necessary for compliance. The commission may grant a one-time extension of up to an additional 24 months if the property owner or agent can demonstrate hardship, including undue expense related to the time requirement for facilities replacement. Further, existing publicly owned facilities shall be required to comply with the requirements herein at such time as the facilities undergo renovation to the exterior or where overall renovation exceed 50 percent of the costs of construction of the existing facilities. Welding, new construction and repairs of facilities shall be exempt from these regulations, provided, however, that no requirements will be imposed in derogation of federal or state safety and health regulations.

Section 5. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning," "Section 7.5 Community Overlay District" to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek is hereby amended as indicated below:

2. *Boundaries.* The boundary of the COD shall be parallel to the thoroughfare right-of-way to include nonresidential properties within 300 feet from the right-of-way. If any portion of such property is within 300 feet, the entire tract is subject to the COD requirements.

a. Exception: The COD boundary shall be limited to a depth of 150 feet abutting FM 2351 from Beamer Road to Clear Creek.

Section 6. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning," "Section 20. Definitions" to add a definition of "common development" is hereby amended as indicated below:

...

Cluster housing development means a residential development containing attached or detached units on a limited portion of land with the remaining land areas consolidated into common open space areas.

Common development **means two or more business establishments developed under a common plan which may utilize shared driveways and onsite parking facilities, including, but not limited to, shopping centers, office complexes, business parks, and industrial parks.**

Comprehensive plan means graphic and textual form policies which govern the future development of the city and which consist of various components governing specific geographic areas and functions and services of the city.

…

Section 7. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 "General penalty for violations of Code; continuing violations", and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed

guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

Section 8. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 9. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts. .

Section 10. That the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments, both oral and written regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In light of some commercial property owners removing significant oak trees during the development of their tracts and many concerns expressed by residents, the Planning Subcommittee of the Planning & Zoning Commission and the full Planning and Zoning Commission reviewed the Tree Preservation Ordinance and identified some areas where we could increase mitigation requirements, such as the size of trees that are used for mitigation and the mitigation fees, if that option is chosen. The oak trees that make up the tree canopy in Friendswood are an important asset of the City. The purpose of the proposed amendments is to encourage developers and property owners to preserve the existing trees.

Proposed changes to the ordinance include the following:

- Provides detailed requirements for any required tree surveys
- Requires mitigation for removed trees based on their size (caliper inches of the trunk)
- Requires mitigation for class 1 or class 2 trees (predominantly those that thrive locally) that are removed
- Creates three (3) size categories for tree mitigation (replacement trees for those removed)
- Allows offsite replacement trees to be planted on private or commercial property with landowner approval
- Offers credit for the removal of invasive tree species (Class 4)
- Allows the Commission to approve alternate landscape plans
- Includes a flat rate fee for payment into the "tree fund" (instead of calculating it each time)

Prohibiting the removal of trees is not allowed by State law, but we can adopt regulations that provide for replacement of the trees or payment in lieu of replacing trees. The Subcommittee and the Commission reviewed the tree preservation and mitigation ordinances for Pearland and League City and found that their requirements were much more stringent. The proposed amendments were adapted from the ordinances of those two cities.

The Qualified Tree List divides trees into four classes. Class 1 and 2 trees are considered the most valuable in enhancing the environment and are most likely to prosper in Friendswood and include trees

such as oaks, cypress and elms. Class 3 trees may require a little more maintenance and care and might not thrive as well in Friendswood, including the American Holly, Common Pear, and Japanese Yew. Class 4 trees are exclusively introduced species, also known as invasive species. This class includes Chinese Tallow, Chinaberry, and Silver Maples trees. The full Qualified Tree List is located in the Design Criteria Manual.

The Commission believes that the proposed ordinance is a good balance between the rights of property owners, the needs of developers and the desires of the citizens and therefore recommends that City Council approve the proposed ordinance amendment.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Amending the tree mitigation requirements is intended to preserve more of the existing trees in Friendswood.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance changes that encourage the protection of Friendswood's trees while recognizing the rights of property owners to develop their property.

See attached P&Z Recommendation Memo for the full report.

ATTACHMENTS

1. REDLINE Section_8.I.f. Preserving Trees 08-25-2021
2. CLEAN COPY Section_8.I.f. Preserving Trees 08-25-2021
3. PZ Rec Memo Tree Ord Amendments 08-23-2021

Section 8. - Supplementary district regulations.

I. *Landscaping and screening requirements.*

2. *Perimeter landscaping and screening.*

f. Preserving trees; historical significance.

(1) Findings. The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settler~~s~~ members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. Over the years, the huge oaks have intertwined to create dense tree canopies throughout the city. The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.

(2) Purpose. It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.

(3) Tree survey required.

(a) A tree survey ~~showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level,~~ shall be required for:

(i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);

(ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and

(iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development ~~cluster home~~ (PU~~C—Cluster Home~~D), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

(b) The tree survey certified by a licensed surveyor, a certified arborist, or registered landscape architect, that:

(i) Identifies:

1. The protected trees sought to be subjected to tree removal at the site, according to location, type and size;

2. Location and total caliper inches of invasive species to be removed, if seeking credit for elimination of invasive species;

3. Areas of construction or other activities to be performed within the critical root zone of a protected tree, including site plans documenting measures to be taken for protection of each impacted critical root zone;

(ii) Includes tables summarizing the total caliper inches of protected trees to be removed in size categories as follows:

Commented [BB1]: Emphasis on existing trees and the purpose they serve.

Commented [BB2]: Details added under (b) below.

Commented [BB3]: Remove outdated term.

Commented [BB4]: Provide detailed requirements for tree survey.

Commented [BB5]: Offer credit for removal of invasive species (class 4 trees).

1. 12-inch to 24-inch caliper;

2. Greater than 24-inch to 36-inch caliper; and

3. Greater than 36-inch caliper.

(iii) States the total number of caliper inches to be replaced, calculated using the tree replacement calculation set forth below, and how replacement will be achieved, whether by on-site replacement or off-site replacement, or payment in lieu of replacement; and

(iv) Includes the proposed plan for tree replacement by location, type and size, if applicable;

(~~b~~c) If the property contains no trees fitting the description in subsection (b~~a~~) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

(~~c~~d) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.

(~~d~~e) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

(4) Site plan to include trees.

(a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal during construction. Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.

(b) "Protected" Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I.

(c) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(d) The commission may consider alternate landscape plans to promote the protection of existing Class 1 or Class 2 trees.

(5) Review and acceptance of site plan. Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) Mitigation and incentives.

(a) ~~Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.~~

(~~b~~) ~~Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis,~~

Commented [BB6]: Moved from mitigation section.

Commented [BB7]: Allows the commission to take into consideration when a project protects large trees. Can then decrease the other minimum landscape requirements (not mitigation).

Commented [BB8]: Included with landscape requirements, not mitigation.

Commented [BB9]: Moved to section (4) above.

~~toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."~~

(a)~~(c)~~ Mitigation shall be required~~, on a one-for-one basis,~~ for ~~every tree~~ Class 1 and Class 2 trees with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting ~~one~~ Class 1 or Class 2 trees from the qualified tree list located in the city design criteria manual.

(b~~d~~) New trees used for mitigation purposes ~~or for landscaping~~ shall ~~have a caliper of at least three inches~~be calculated in accordance with ~~t~~Table XX, measured at a point 18 inches above the natural ground level.

Table XX. Caliper Inch Replacement of a Protected Tree

	On Site Replacement	Off Site Replacement	Minimum Caliper Per Tree in Inches
12" – 24"	100 percent	120 percent	4-inch
24.1" – 36"	100 percent	130 percent	6-inch
Greater than 36"	130 percent	140 percent	8-inch

(c~~e~~) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.

(d) Invasive tree species harm the native tree canopy, therefore incentives are available for elimination of species shown to be invasive on the qualified tree list. The city shall have the discretion to reduce tree replacement requirements based on the removal of invasive trees on-site. Reduction of caliper inch replacement, if granted, shall be calculated in accordance with ~~t~~Table XY.

Table XY. Reduction of Caliper Inch Replacement for Removal of Invasive Trees

Caliper Inches of Invasive Trees Removed	Percent Reduction in Total Caliper Inches
50" to 150"	5 percent
150.1" to 300"	10 percent
300.1" to 500"	15 percent
Greater than 500"	20 percent

(e~~f~~) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. ~~Compensating~~ Off site replacement trees shall be placed within the city limits on public property, private commercial property, educational, or institutional property as ~~near as reasonably practicable to the development site,~~approved by the city planner and may be accomplished by donating a tree in

Commented [BB10]: Only require mitigation for class 1 and class 2 trees.

Commented [BB11]: Give credit for the removal of invasive (class 4) trees.

Commented [BB12]: Allow trees to be planted offsite on other commercial properties.

kind, or by payment ~~to the city of such amounts as may be established from time to time by city council, based on the city's actual costs of acquisition~~in lieu at a rate ~~of $250.00 per caliper inch of required replacement tree(s)~~ **established in Appendix D, Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts**. ~~Compensating~~ Off site replacement trees shall be planted by the applicant within the time periods required for replacement trees.

(~~f~~g) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) Tree protection. Property owners shall be required to ensure that each of the replacement trees and trees identified as "protected" on the site plan survives. If a replacement tree or a tree identified as "protected" fails to survive a minimum of five years from the issuance of a certificate of occupancy at least, the property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of notification by the city, with ~~a Class 1 or Class 2~~ the same tree type~~from the qualified tree list~~, which has a minimum caliper ~~of three inches, measured 18 inches above natural ground level.~~ as prescribed in section I.2.f.(6)(b) of this appendix.

g. One tree required for each lot developed for single-family residential use. Each lot developed for single-family residential use shall have one of the qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.

h. Exception for lots used for single-family residential dwelling purposes. Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per section 8.I.g.

Commented [BB13]: Include a flat rate instead of the current system of getting bids.

Commented [AH14R13]: Adopt fee in Appendix D Fee Ordinance and just reference the fee ordinance here. Fee will remain $250 per caliper inch.

Formatted: list2

Section 8. - Supplementary district regulations.

I. *Landscaping and screening requirements.*

2. *Perimeter landscaping and screening.*

f. Preserving trees; historical significance.

(1) Findings. The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settler members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. Over the years, the huge oaks have intertwined to create dense tree canopies throughout the city. The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.

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(ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and

(iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development(PUD), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

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(i) Identifies:

1. The protected trees sought to be subjected to tree removal at the site, according to location, type and size;

2. Location and total caliper inches of invasive species to be removed, if seeking credit for elimination of invasive species;

3. Areas of construction or other activities to be performed within the critical root zone of a protected tree, including site plans documenting measures to be taken for protection of each impacted critical root zone;

(ii) Includes tables summarizing the total caliper inches of protected trees to be removed in size categories as follows:

1. 12-inch to 24-inch caliper;

2. Greater than 24-inch to 36-inch caliper; and

3. Greater than 36-inch caliper.

(iii) States the total number of caliper inches to be replaced, calculated using the tree replacement calculation set forth below, and how replacement will be achieved, whether by on-site replacement or off-site replacement, or payment in lieu of replacement; and

(iv) Includes the proposed plan for tree replacement by location, type and size, if applicable;

(c) If the property contains no trees fitting the description in subsection (b) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

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(b) ”Protected” Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I.

(c) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(d) The commission may consider alternate landscape plans to promote the protection of existing Class 1 or Class 2 trees.

(5) Review and acceptance of site plan. Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) Mitigation and incentives.

(a) Mitigation shall be required for Class 1 and Class 2 trees with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting Class 1 or Class 2 trees from the qualified tree list located in the city design criteria manual.

(b) New trees used for mitigation purposes shall be calculated in accordance with Table XX, measured at a point 18 inches above the natural ground level.

Table XX. Caliper Inch Replacement of a Protected Tree

	On Site Replacement	Off Site Replacement	Minimum Caliper Per Tree in Inches
12” – 24”	100 percent	120 percent	4-inch
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Greater than 36”	130 percent	140 percent	8-inch

(c) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.

(d) Invasive tree species harm the native tree canopy; therefore incentives are available for elimination of species shown to be invasive on the qualified tree list. The city shall have the discretion to reduce tree replacement requirements based on the removal of invasive trees on-site. Reduction of caliper inch replacement, if granted, shall be calculated in accordance with Table XY.

Table XY. Reduction of Caliper Inch Replacement for Removal of Invasive Trees

Caliper Inches of Invasive Trees Removed	Percent Reduction in Total Caliper Inches
50" to 150"	5 percent
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300.1" to 500"	15 percent
Greater than 500"	20 percent

(e) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. Off-site replacement trees shall be placed within the city limits on public property, private commercial property, educational, or institutional property as approved by the city planner and may be accomplished by donating a tree in kind, or by payment in lieu at a rate **established in Appendix D, Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts**. Off-site replacement trees shall be planted by the applicant within the time periods required for replacement trees.

(f) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) Tree protection. Property owners shall be required to ensure that each of the replacement trees and trees identified as "protected" on the site plan survives. If a replacement tree or a tree identified as "protected" fails to survive a minimum of five years from the issuance of a certificate of occupancy at least, the property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of

notification by the city, with the same tree type, which has a minimum caliper as prescribed in section I.2.f.(6)(b) of this appendix.

g. One tree required for each lot developed for single-family residential use. Each lot developed for single-family residential use shall have one of the qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.

h. Exception for lots used for single-family residential dwelling purposes. Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per section 8.I.g.

City of Friendswood

Memo

To: **Mayor and City Council**

From: **Joe Matranga, Planning & Zoning Commission Chairman**

Aubrey Harbin, Director of Community Development/Planner

Date: **August 23, 2021**

Re: **Proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.**

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance changes that encourage the protection of Friendswood's trees while recognizing the rights of property owners to develop their property.

Changes to the ordinance include the following:

- Provides detailed requirements for any required tree surveys
- Requires mitigation for removed trees based on their size (caliper inches of the trunk)
- Requires mitigation for class 1 or class 2 trees (predominantly those that thrive locally) that are removed
- Creates three (3) size categories for tree mitigation (replacement trees for those removed)
- Allows offsite replacement trees to be planted on private or commercial property with landowner approval
- Offers credit for the removal of invasive tree species
- Allows the Commission to approve alternate landscape plans
- Includes a flat rate fee for payment into the "tree fund" (instead of calculating it each time)

Recent concerns voiced by residents regarding the removal of oak trees from private property initiated a review of the Tree Preservation Ordinance by the Planning and Zoning Commission. We benchmarked our tree ordinance with the adjacent cities of Pearland and League City and found that our tree mitigation requirements were well below their requirements for protecting

existing trees. These adjacent cities also require planting more mature trees to replace large trees removed during construction.

Its tree canopy and mature oak trees are important assets to the City of Friendswood. The proposed ordinance changes are intended to better protect these assets by encouraging commercial developers to incorporate existing trees where feasible and to utilize more mature trees when it is not feasible to keep the existing large trees on their property.

Specifically, the proposed amendments increase the tree mitigation standards in relation to the size of trees being removed rather than just utilizing, for instance, a new 3-inch tree as a replacement for a 36-inch tree that is removed. They also provide credit, in required tree trunk caliper inches, for removing invasive tree species, such as Chinese tallow and chinaberry trees.

Although we cannot prohibit property owners from removing trees from their private property, we have tried to incentivize them to preferentially remove invasive trees and keep the class 1 and 2 trees that enhance Friendswood's look and feel. The revised ordinance remains less burdensome for developers compared to area norms, but includes significant additional tree protections over the current ordinance.

The Commission believes that the proposed ordinance is a good balance between the rights of property owners, the needs of developers and the desires of the citizens and therefore recommends that City Council approve the proposed ordinance amendment.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In light of some commercial property owners removing significant oak trees during the development of their tracts and many concerns expressed by residents, the Planning Subcommittee of the Planning & Zoning Commission and the full Planning and Zoning Commission reviewed the Tree Preservation Ordinance and identified some areas where we could increase mitigation requirements, such as the size of trees that are used for mitigation and the mitigation fees, if that option is chosen. The oak trees that make up the tree canopy in Friendswood are an important asset of the City. The purpose of the proposed amendments is to encourage developers and property owners to preserve the existing trees.

Proposed changes to the ordinance include the following:
Provides detailed requirements for any required tree surveys
Requires mitigation for removed trees based on their size (caliper inches of the trunk)
Requires mitigation for class 1 or class 2 trees (predominantly those that thrive locally) that are removed
Creates three (3) size categories for tree mitigation (replacement trees for those removed)
Allows offsite replacement trees to be planted on private or commercial property with landowner approval
Offers credit for the removal of invasive tree species (Class 4)
Allows the Commission to approve alternate landscape plans Includes a flat rate fee for payment into the "tree fund" (instead of calculating it each time)

Prohibiting the removal of trees is not allowed by State law, but we can adopt regulations that provide for replacement of the trees or payment in lieu of replacing trees. The Subcommittee and the Commission reviewed the tree preservation and mitigation ordinances for Pearland and League City and found that their requirements were much more stringent. The proposed amendments were adapted from the ordinances of those two cities.

The Qualified Tree List divides trees into four classes. Class 1 and 2 trees are considered the most valuable in enhancing the environment and are most likely to prosper in Friendswood and include trees such as oaks, cypress and elms. Class 3 trees may require a little more maintenance and care and might not thrive as well in Friendswood, including the American Holly, Common Pear, and Japanese Yew. Class 4 trees are exclusively introduced species, also known as invasive species. This class includes Chinese Tallow, Chinaberry, and Silver Maples trees. The full Qualified Tree List is located in the Design

Criteria Manual.

The Commission believes that the proposed ordinance is a good balance between the rights of property owners, the needs of developers and the desires of the citizens and therefore recommends that City Council approve the proposed ordinance amendment.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Amending the tree mitigation requirements is intended to preserve more of the existing trees in Friendswood.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance changes that encourage the protection of Friendswood's trees while recognizing the rights of property owners to develop their property.

See attached P&Z Recommendation Memo for the full report.

ATTACHMENTS

1. Ord 2021-XX Tree Preservation Ordinance Amendments 08-25-2021

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, "ZONING," "SECTION 8.I.F. PRESERVING TREES; HISTORICAL SIGNIFICANCE" TO AMEND THE TREE MITIGATION REQUIREMENTS.

* * * * * * * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, ("Zoning") relating to land use and other circumstances; and

WHEREAS, City Council finds it necessary to increase the tree mitigation requirements to promote preservation of existing trees; and

WHEREAS, City Council finds it necessary to establish a fee for payment in lieu of planting replacement trees; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning", "Section 8.I.f. Preserving Trees; Historical Significance" is hereby amended as indicated below.

Section 8. - Supplementary district regulations.

I. *Landscaping and screening requirements.*

2. *Perimeter landscaping and screening.*

f. Preserving trees; historical significance.

(1) Findings. The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settlers members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. **Over the years, the huge oaks have intertwined to create dense tree canopies throughout the city.** The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.

(2) Purpose. It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.

(3) Tree survey required.

(a) A tree survey showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, shall be required for:

(i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);

(ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and

(iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development cluster home (PU**D**~~C—Cluster Home~~), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

(b) The tree survey certified by a licensed surveyor, a certified arborist, or registered landscape architect, that:

(i) Identifies:

1. The protected trees sought to be subjected to tree removal at the site, according to location, type and size;

2. Location and total caliper inches of invasive species to be removed, if seeking credit for elimination of invasive species;

3. Areas of construction or other activities to be performed within the critical root zone of a protected tree, including site plans documenting measures to be taken for protection of each impacted critical root zone;

(ii) Includes tables summarizing the total caliper inches of protected trees to be removed in size categories as follows:

1. 12-inch to 24-inch caliper;

2. Greater than 24-inch to 36-inch caliper; and

3. Greater than 36-inch caliper.

(iii) States the total number of caliper inches to be replaced, calculated using the tree replacement calculation set forth below, and how replacement will be achieved, whether by on-site replacement or off-site replacement, or payment in lieu of replacement; and

(iv) Includes the proposed plan for tree replacement by location, type and size, if applicable.

(~~b~~**c**) If the property contains no trees fitting the description in subsection (**b**~~a~~) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

(~~c~~**d**) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.

(~~d~~**e**) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

(4) Site plan to include trees.

(a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal

during construction. Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.

(b) **"Protected" Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I.**

(c) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(d) The commission may consider alternate landscape plans to promote the protection of existing Class 1 or Class 2 trees.

(5) Review and acceptance of site plan. Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) Mitigation and incentives.

~~(a) Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.~~

~~(b) Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."~~

(a)~~(c)~~ Mitigation shall be required~~, on a one-for-one basis,~~ for ~~every tree~~ **Class 1 and Class 2 trees** with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting ~~one~~ Class 1 or Class 2 tree**s** from the qualified tree list **located in the city design criteria manual**.

(**b**~~d~~) New trees used for mitigation purposes ~~or for landscaping~~ shall ~~have a caliper of at least three inches~~ **be calculated in accordance with Table XX**, measured at a point 18 inches above the natural ground level.

Table XX. Caliper Inch Replacement of a Protected Tree

	On Site Replacement	Off Site Replacement	Minimum Caliper Per Tree in Inches
12" – 24"	100 percent	120 percent	4-inch
24.1" – 36"	100 percent	130 percent	6-inch

Greater than 36”	**130 percent**	**140 percent**	**8-inch**

(**c**~~e~~) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.

(d) Invasive tree species harm the native tree canopy; therefore incentives are available for elimination of species shown to be invasive on the qualified tree list. The city shall have the discretion to reduce tree replacement requirements based on the removal of invasive trees on-site. Reduction of caliper inch replacement, if granted, shall be calculated in accordance with Table XY.

Table XY. Reduction of Caliper Inch Replacement for Removal of Invasive Trees

Caliper Inches of Invasive Trees Removed	**Percent Reduction in Total Caliper Inches**
50" to 150"	**5 percent**
150.1" to 300"	**10 percent**
300.1" to 500"	**15 percent**
Greater than 500"	**20 percent**

(**e**~~f~~) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. ~~Compensating~~ **Off site replacement** trees shall be placed **within the city limits** on public property, **private commercial property, educational, or institutional property** as ~~near as reasonably practicable to the development site,~~ **approved by the city planner** and may be accomplished by donating a tree in kind, or by payment ~~to the city of such amounts as may be established from time to time by city council, based on the city's actual costs of acquisition~~ **in lieu at a rate as established in Appendix D, Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts**. ~~Compensating~~ **Off site replacement** trees shall be planted **by the applicant** within the time periods required for replacement trees.

(**f**~~g~~) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) Tree protection. Property owners shall be required to ensure that each of the **replacement trees and** trees identified as "protected" on the site plan survives. If a **replacement tree or a** tree identified as "protected" fails to survive **a minimum of five years from the issuance of a certificate of occupancy at least**, the

property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of notification by the city, with ~~a Class 1 or Class 2~~ **the same** tree **type** ~~from the qualified tree list~~, which has a minimum caliper ~~of three inches, measured 18 inches above natural ground level.~~ **as prescribed in section I.2.f.(6)(b) of this appendix.**

g. One tree required for each lot developed for single-family residential use. Each lot developed for single-family residential use shall have one of the qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.

h. Exception for lots used for single-family residential dwelling purposes. Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per section 8.I.g.

Section 3. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 "General penalty for violations of Code; continuing violations", and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts. .

Section 6. That the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the Coronavirus Disease 2019 (COVID-19).

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

With the increased availability of COVID vaccines, a number of internal controls and protocols for staff were relaxed earlier this summer. Unfortunately, the Delta variant has led to a surge in the region, as well as to staff.

At any given time, we have five to ten plus employees quarantined due to contracting COVID or having to take care of kids that have become ill. Therefore, earlier this month, certain COVID protocols were reinstituted for City employees. In addition to daily temperature screening:

- Large, in-person meetings are no longer permitted if adequate spacing is not available;
- Conference attendance requires City Manager's approval prior to registering; and
- Twice weekly disinfectant spraying of City facilities and vehicles have resumed.

The above measures are intended to curb the spread of COVID amongst staff to ensure the continuity of operations.

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/31/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the Mission Lifeline EMS Award.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Friendswood VFD EMS earns national recognition for efforts to improve STEMI treatment.

The Friendswood VFD EMS has received the 2021 American Heart Association's Mission: Lifeline® Gold Plus Joint Achievement Award for implementing specific quality improvement measures to treat patients who suffer severe heart attacks.

Each year, more than 250,000 people experience an ST elevation myocardial infarction (STEMI), the deadliest type of heart attack, caused by a blockage of blood flow to the heart that requires timely treatment. To prevent death, it is critical to restore blood flow as quickly as possible, either by mechanically opening the blocked vessel or by providing clot-busting medication.

The American Heart Association's Mission: Lifeline program helps reduce barriers to prompt treatment for heart attacks – starting from when 9-1-1 is called, to EMS transport and continuing through hospital treatment and discharge. Optimal care for heart attack patients takes coordination between the individual hospital, EMS and healthcare system.

"EMTs and paramedics play a vital part in the system of care for those who have heart attacks," said Tim Henry, M.D., Chair of the Mission: Lifeline Acute Coronary Syndrome Subcommittee. "Since they often are the first medical point of contact, they can save precious minutes of treatment time by activating the emergency response system that alerts hospitals to an incoming heart attack patient."

Program participants apply for the award recognition by demonstrating how their organization has committed to improving quality care for STEMI patients.

"The Friendswood VFD EMS is honored to be recognized by the American Heart Association for our dedication to providing optimal care for heart attack patients," said Lisa Camp, EMS Chief. "The Mission: Lifeline program puts proven knowledge and guidelines to work on a daily basis so patients have the best possible chance of survival." Friendswood VFD EMS has received this Gold Plus Recognition for the last four consecutive years.

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 09/01/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding receiving a Texas Association of Municipal Information Officers Award.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Katy Blanchard, the City's Multi-Media Coordinator won the first place award for the Texas Association of Municipal Information Officers in Special Publications for the Friendswood Fairy Trail Map.

The goal of this project was to develop a educational fun activity to get kids outdoors and was in production long before COVID-19 was an issue. However, the launch of the Fairy Trail was perfect timing! It's proven to be the ideal social distancing
activity for kids of all ages! Each of the fairies/trolls are diverse in looks and have jobs in the park such as: recycling, volunteerism, community, healthy eating, waste prevention, native plants and wildlife, litter prevention (the litter troll even
reports offenders to DMWT) and care for our environment. The map designs take an overview of Friendswood's pride and joy, Stevenson Park located in the heart of the City and transcends it to a fairy world. With the original Fairy trail being such a success we decided to create seasonal characters maps for Christmas and Spring. To give the local kids that have already experienced the trail to search for new fairies and learn about their jobs in Stevenson Park. Without the map design or characters there would be no fairy trail at all.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. TAMIO Entry
2. Fairy Trail Map



TAMI Awards (2021)
Special Publication

Friendswood Fairy Trail Map and Characters

oawrVJQk

Entrant details

While it is appropriate to derive inspiration from the work of other professionals, plagiarism is unacceptable. Please check this box to certify that all submitted entries are substantially original work from your organization. ✓

Entry details

Population of Jurisdiction | 25,001 - 50,000

Name of Jurisdiction

City of Friendswood

Goals & Objectives

The goal of this project was to develop a educational fun activity to get kids outdoors and was in production long before COVID-19 was an issue. However, the launch of the Fairy Trail was perfect timing! It's proven to be the ideal social distancing activity for kids of all ages! Each of the fairies/trolls are diverse in looks and have jobs in the park such as: recycling, volunteerism, community, healthy eating, waste prevention, native plants and wildlife, litter prevention (the litter troll even reports offenders to DMWT) and care for our environment.

The map designs take an overview of Friendswood's pride and joy, Stevenson Park located in the heart of the City and transcends it to a fairy world. With the original Fairy trail being such a success we decided to create seasonal characters maps

for Christmas and Spring. To give the local kids that have already experienced the trail to search for new fairies and learn about their jobs in Stevenson Park. Without the map design or characters there would be now fairy trail at all.

Outcomes/Achievements

Little did we know the recognition this trail has brought to the city. Over 7,000 maps have been printed since the grand opening in June 2020. The mobile site has been hit over 60,000 times with 50,000 location views on Google Maps. Which is more than our population of 41,000. With many inquiries from nation wide cities we knew the word about our trail had really traveled.

We partnered with Texas Department of Transportation's campaign "Don't Mess With Texas" to create their very own character in the trail. They release licensing rights to use Don't Mess with Texas for their character. HEB was large sponsor for the project and also released licensing rights for me to create a HEB Fairy for the trail.

The Friendswood Fairy Trail is now one of the top activities to do in Houston according to Texas Chronicles, History, Mystery and Adventure and BigKidsmallcity and Trip Advisor. The Friendswood Fairy Trail has been featured in over 30 publications including mom blogs, news stories, radio, billboard, and newspapers!

Production Highlights

This project was created by a City volunteer Board called Keep Friendswood Beautiful and funded through grant money. On any sunny day, you can see little feet stepping through the wood- engraved doorway, kid's faces lighting up when opening a miniature door, children of all colors/abilities racing to find tiny homes, sounds of giggles, "I found one!, and this way...

Children connecting with nature and each other to foster a shared sense of responsibility for parks, community, and the environment was a major KFB goal during 2020. It was successfully accomplished in spite of the pandemic through teamwork, quick- adjustments, and a little bit of fairy dust.

Name	Katy Blanchard
Address	910 S. Friendswood Dr.
City, State	Friendswood
Zip Code	77546
Email Address	kblanchard@friendswood.com
Phone Number	2819963268

Log in to tami.awardsplatform.com to see complete entry attachments.

PDF	PDF	PDF
Fairy Trail Map ... 4.0 MiB	Spring Fairies M... 84.4 MiB	Christmas Map - ... 76.4 MiB



Fairy Trial Photo... 6.4 MiB

Attachment name
Friendswood Mayor Mik...

https://www.youtube.co...

Attachment name
Friendswood Fairy Trail P...

https://www.facebook.co...

KEEP FRIENDSWOOD BEAUTIFUL PRESENTS

FRIENDSWOOD FAIRY TRAIL

SPONSORED BY

H-E-B

Keep FRIENDSWOOD Beautiful

CHECK OFF THE FAIRIES & TROLLS AS YOU FIND THEM.

1	2	3	4	5
7	8	9	10	11
12	13	14	15	

ROTARY PAVILION

Don't mess with Texas

PLAYGROUND

FAIRY WING CHAIRS

ROTARY PAVILION

SPLASH PAD

SWIMMING POOL

VOLLEYBALL COURTS

TENNIS COURTS

BASKETBALL COURTS

DOLLINATOR GARDEN

START

CITY HALL

CITY HALL

Located in Stevenson Park, 1100 S. Friendswood Dr.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/20/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding RFQ 2021-01 for engineering services for water system improvements.

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

In 2018, City staff highlighted the need to issue Water and Sewer Revenue Bonds totaling approximately $40M to complete utility capital improvement projects. The capital projects list was revised leaving an estimated total cost of $32.6M which would be funded through two revenue bond issuances. The 1st of the 2 bond issuances, $20M, occurred in December 2018. The City proceeded with issuing the 2nd round of Water and Sewer Revenue Bonds in the amount of $14.7M in December 2020.

In January 2021, the City had a Request for Qualifications for engineering services in relation to water system improvements. Work to be included under this RFQ included the rehabilitation of ground storage tanks at Water Plants #3 and #4, control panel updates at Water Plant #1, recoating of Elevated Storage Tank #2, an update to the City's Utility Master Plan, and creation of a Water Model.

There were 10 Statements of Qualifications submitted in response to that RFQ. City Engineering and Public Works staff met with and interviewed the top two scoring respondents. Of those two, staff selected the engineering firm Garver, LLC for recommendation to the City Council for award of this contract.

The selection committee found Garver, LLC to be very highly qualified and capable. The trade publication Engineering News-Record selected Garver, LLC as the Design Firm of the Year for the Texas and Louisiana region in 2020. Garver, LLC is a regional industry leader and is the City of Houston's technical advisor at the Southeast Water Purification Plant from which the City of Friendswood receives its surface water.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Upon execution of a contract, Garver, LLC will work with City Staff to immediately begin the creation of a water model. The water model will be a representation of the City's water distribution system and will serve to show the effects of population growth, identify areas of town with water age and pressure issues, will help identify possible solutions and future capital improvement projects, and will help the City plan for growth over the course of the next decade. This model will make use of the City's Land Use Plan currently in the process of being updated.

Garver, LLC will also work on an update to the City's outdated Master Utility Plan.

RECOMMENDATIONS

Staff recommends awarding a contract to Garver, LLC for engineering services for water system improvements.

ATTACHMENTS

1. Garver, LLC Submittal
2. Professional Services Agreement - Garver, LLC
3. Form 1295 Garver LLC_Redacted

Garver's community-specific approach provides the City of Friendswood a **resilient water supply.**





Statement of Qualifications:

Engineering Services for Water System Improvements

RFQ #2021-01 ▸ February 4, 2021

ORIGINAL

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Tab A.

Cover Letter



February 4, 2021

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

RE: RFQ for Engineering Services for Water System Improvements

Dear Selection Committee:

The nearly 38,000 residents in the City of Friendswood (the City) take an active interest in the quality of their community. The City has identified the need to make capital improvements to its water supply infrastructure, noting concerns with the capacity and planned maintenance. However, it is critical to perform an analysis of the existing water system to ensure efficient and effective investment in the City's water infrastructure. Garver's team is comprised of individuals assisting Texas communities to prepare for the future with modeling and planning, design, and construction phase services. **Garver's community-specific approach provides the City of Friendswood a resilient water supply.**

Garver will provide you a viable plan through our:

Unique, community specific approach. Garver's key to successful projects is listening to our community partners and developing an approach that addresses their immediate and long-term needs. The City's growth areas are furthest from the SEWPP point of delivery, so our recommended approach will be to identify hydraulic constrictions in the distribution system and water plant facilities in order to leverage existing assets. **Garver has successfully delivered over 30 hydraulic models in the state of Texas in the last 10 years.**

Local water modeling staff. This team has been strategically built for the City with local water modeling staff from our Houston office. As a Rice alum, Samantha Greivell, our lead hydraulic modeler, brings valuable experience in the Houston metropolitan area. Our recent work with the growing communities of the Woodlands, Bay City, and Mont Belvieu provides us an understanding of the issues currently facing your community and potential solutions.

Comprehensive in-house services. Garver's Water Technology Team (WTT) consists of water discipline experts and technologists that combine science, academia, and advanced technology. Our Water Design Center (WDC) in College Station, Texas will be supporting our team by providing water facility designs customized for the City. **We have included WTT and WDC team members as resources to help deliver custom solutions for the City.**

Garver's community specific approach provides for a resilient water supply through our local water modeling staff and in-house services. If you have any questions, please contact me, Wade Parks, at 713-395-4285 or by email at WPParks@GarverUSA.com.

Sincerely,
GARVER

Wade Parks, PE
Project Manager

Dan Olson PE
Principal-in-Charge, Firm Principal Authorized to Execute Contracts

12141 Wickchester Lane, Suite 200, Houston, TX 77079 | Ph: 713-491-8333 | www.GarverUSA.com

Tab B.

Qualifications



TAB B. **QUALIFICATIONS**

FIRM INTRODUCTION

Founded in 1919, Garver is a multi-disciplined engineering, planning, architectural, and environmental services firm with more than 800 employees across the southern United States. Offering a wide range of services focused on water, aviation, construction, facilities design, federal, survey, transportation, Garver sits in the top 125 of the Engineering News-Record's prestigious Top 500 Design Firms list and is consistently recognized as a best firm to work for. ***Specific information about Garver's water capabilities and the resources available to Friendswood for this project are provided on the following pages!***

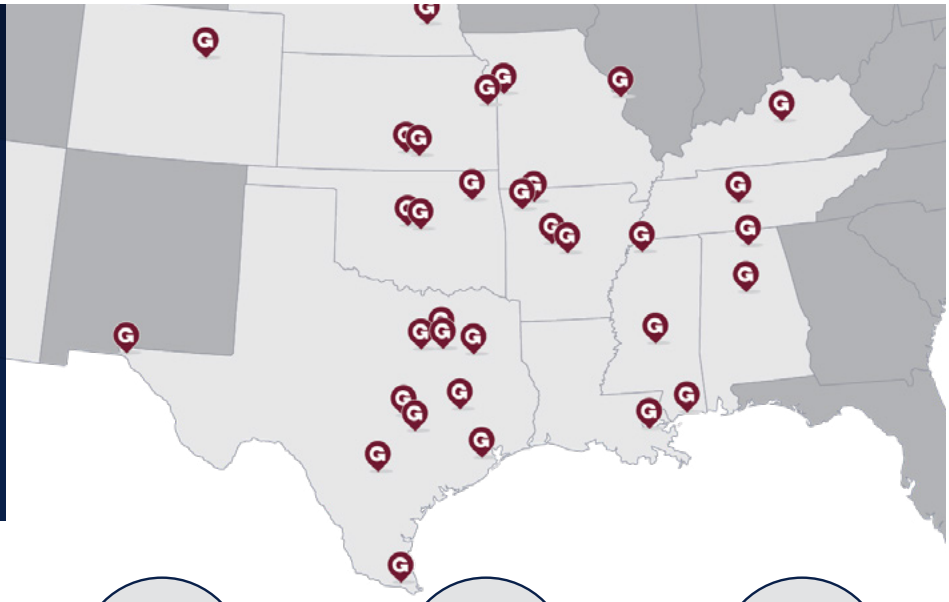
Administration and Structure

Garver, LLC is an employee-owned limited liability company (LLC) managed by an elected management committee made up of seven members.

About our Staff

Our water team continues to exceed client expectations with dedicated project leadership and a high level of technical knowledge. At Garver, we understand the challenges that our clients face and find the most creative solutions to meet their needs. **Garver's team is tailored specifically to provide the City of Friendswood with an optimal plan to improve your water system, while minimizing service downtime and potential impacts during construction.**

Over the course of 101 years, Garver has expanded to 32 offices. **We have 11 offices in the State of Texas alone.** Garver focuses on providing small-firm attention with the resources and support of a large, regional staff.



276
PROFESSIONAL ENGINEERS
Company-wide, all disciplines

179
TEXAS PROFESSIONAL ENGINEERS

222
ENGINEERS IN TRAINING
company-wide, all disciplines

64
TEXAS ENGINEERS IN TRAINING

GARVER'S WATER CAPABILITIES

Garver's capabilities include planning and modeling, GIS, design, and construction inspection for new facilities, as well as expanding and rehabilitating facilities. In addition, our capabilities include regulatory assistance, grants proposals, environmental assessments, and permitting. Garver has provided services for water treatment, transmission, distribution, pumping, and storage facilities. We have designed water facilities that implement a variety of process treatment technologies, including ozone, chlorine dioxide, microfiltration, ultrafiltration, reverse osmosis, and ultra-violet (UV) disinfection.

Garver has completed studies and designs for water treatment, transmission, and master plans for more than 40 municipalities. Many studies encompassed a 20-year+ planning horizon, which involves identifying current infrastructure capacity, recommendations to replace aging equipment, optimization approaches, and future service area projections. Study components included a thorough existing system assessment, energy efficiency evaluations, capital improvement alternatives, financial analyses, regulatory reviews, condition assessments, operability, maintainability, projected growth, and implementation planning.

Water Technology Team

Garver's Water Technology Team (WTT) consists of leaders and technologists in water and wastewater practices, serving individually as experts in these fields and integrating industry expertise from others as part of a Garver team. The WTT provides optimized solutions to ongoing water treatment and conveyance challenges.

The WTT includes experts in water process, wastewater process, water quality, reuse, infrastructure, trenchless technology, membranes, disinfection, energy efficiency, and hydraulic modeling. ***This team is available and ready to provide technical advice and custom, unique solutions for the City of Friendswood.***

Water Technology Team Hydraulics Leader and our proposed technical advisor for the City of Friendswood, **Evan Tromble, PhD, PE,** has 17 years of specialized experience in hydraulic modeling and master planning. His hands-on experience includes utilizing software for a wide range of applications.

Meet your Project Manger, ***Wade Parks!***



As a client-oriented firm, Garver will focus our time and energy on delivering specific solutions and customer care to the City of Friendswood. *As project manager, I will lead this project with more than 12 years of engineering experience with a focus on developing cost-effective solutions for water system projects.*

15
Hydraulic Models completed

13
Municipalities served in the Greater Houston Area

50+
Municipal pipeline & pump station projects



We have the **local experience** needed to support you in the midst of rising water demands and improve Friendswood's infrastructure as your community continues to grow.

At Garver, we provide outstanding services through quality design, responsive management, and cost control. Garver practices diligent project oversight to address the smallest details. ***Our team brings previous experience and understanding that will help deliver improvements that meet the City of Friendswood's goals and objectives.***

As demonstrated in the table below and in the Experience section beginning on page 6, Garver has significant experience providing water system improvements projects, which have included master planning and water modeling services, and can provide these services for you.

Our Houston-area experience *(marked to the right)* gives us familiarity with the relevant regulatory agencies, experience dealing with the population growth in the area, and makes us a valuable asset to the City. **Below is a table highlighting select Texas modeling projects and water system improvements that followed.**



Garver also serves as Technical Advisor at the Southeast Water Purification Plant (SEWPP).

GARVER'S TEXAS WATER MODELING EXPERIENCE SUMMARIZED

Project Name	Population	Constructed Improvements per Master Plan			
		Water Plants	Pumping & Storage	Distribution	SCADA & Electrical
Mont Belvieu Water Master Plan	6,276	✓	✓	✓	
Bay City Water System Evaluation	17,534	✓	✓	✓	✓
Celina Water and Wastewater Modeling	12,775	✓	✓	✓	✓
Sharyland Water Master Plan	84,827	✓	✓	✓	
Colleyville Water and Wastewater Master Plan	26,945		✓	✓	✓
Athens Water Distribution Model	12,797	✓	✓	✓	
DeSoto Water Master Plan	53,523		✓	✓	✓

The Garver team is **structured for success** with the **experience, skills, and resources** to support the City of Friendswood with this water system improvements project.

Led by our Project Manager, **Wade Parks, PE**, the Garver team is tailored specific to your project and includes uniquely qualified water experts. Wade will deliver this project with support from **Garver's Texas Water team,** as-needed assistance from **trusted subcontractors,** and technical oversight from **Evan Tromble, PhD, PE.** The team below will provide support to keep this project running smoothly from start-to-finish through close attention to system performance and close coordination during operations shutdown to minimize service disruption. As principal-in-charge, **Dan Olson, PE**, will make sure the sufficient personnel, equipment, and time are allocated to this project.

** Indicates key team member. Resumes for these staff are provided on the following pages (R1-R8). Resumes for all other staff are provided in Appendix A.*

Principal in Charge
Dan Olson, PE*

Project Manager
Wade Parks, PE*

QA/QC
Randy McIntyre, PE, BCEE*

Technical Advisor
Evan Tromble, PhD, PE*

Water Master Plan

Ian Toohey, PE* - *Lead*

Modeling Lead
Sam Greivell, EIT

Water Quality
Ashley Pifer, PhD, PE

Pumping and Storage

Tyson Hann, PE* - *Lead*

Civil
Chris Gatling, PE
Marcel Khouw, PE [1]

Process Mechanical
Steve Pan, PE

Tank Rehabilitation
Rich Fuller, PE [1]

Structural
Harry Elliott, PE

Electrical/SCADA
Brian Chong, PE

Instrumentation/ Controls
Steven Nguyen

Funding Assistance
Kirby Young

BIM Lead
John Brewer

Distribution System

Marco Ramirez, PE* - *Lead*

Lead Designer
Beatriz Dongell, PE

CAD Lead
Ernie Flores, CFM

Additional Services

Geotechnical & Environmental
HVJ Associate

Survey
IDS Engineering Group

Water Technology Team

Pipe & Tank Rehab.
Jeff Maier, PE*

Treatment Lead
Zaid Chowdury, PhD, PE, BCEE

Pump Stations
Eric Dole, PE, PSAP

Disinfection/Reuse
Michael Watts, PhD, PE

Construction Support

James Schmerber, PMP

Travis Sellers, PE [1]

[1] *Indicates IDS Engineering Team Member*

About our **Trusted Teaming Partners**

We have supplemented our team with local experts to complement our in-house planning, engineering, and construction management disciplines for this project. These trusted teaming partners will serve as a cohesive extension of Garver staff, enhancing our team's capacity and the improvements we deliver to the City of Friendswood.

IDS Engineering Group (IDS) is a full-service civil engineering and surveying firm offering a complete range of professional services, from preliminary planning and design through construction management. More than 50 years of experience has been the foundation and springboard to deliver original and complete solutions. IDS is experienced in all types of engineering analyses and design, including flood control and drainage; surface transportation systems *(both vehicular and pedestrian);* water storage and distribution; wastewater collection and treatment systems; and urban studies utilizing our extensive geographic information system.

IDS offers full project management services, including coordination with utility companies, city, county, state, and federal regulatory agencies, as well as interaction with the public as necessary. IDS is located in Houston and registered with the Texas Board of Professional Engineers and Land Surveyors to perform engineering and surveying services in the State of Texas *(Firm Registration No. 2726 and 10110700).*

Over the past 10 years, IDS has completed approximately 250 water system improvement projects. Their expertise and experience let us see solutions where others see only problems. Their knowledge of the construction industry and current technology assist us in providing timely, on-budget results.

IDS is currently providing design and construction phase services for an ongoing program to upgrade the City of Houston's elevated and ground water storage tank facilities. *This program includes the detailed inspection, design of improvements, and construction management for more than 240 tanks, including new/replacement tanks and tanks on their second round of rehabilitation. This multi-contract project has included the rehabilitation and design of new tanks ranging from 0.25-MG to 8.0-MG. In conjunction with lead detection on 50 of the tanks, IDS developed detailed specification requirements for environmental protection of adjacent site worker safety and debris disposal. Services also include onsite construction observation and coatings inspection services during the rehabilitation process.*



For more than 20 years, **HVJ Associates (HVJ)** has been providing Geotechnical Engineering services for multiple water authorities in the Greater Houston Area including the San Jacinto River Authority, Coastal Water Authority, North Fort Bend Water Authority, North Harris County Regional Water Authority, West Harris County Regional Water Authority, City of Houston as well as for numerous local municipal water entities *(other Houston area cities and counties).* Geotechnical Engineering services to these entities have entailed field investigations, soil borings and sampling, laboratory testing and engineering analysis in order to provide specific project design or construction recommendations/guidelines presented in Professional Geotechnical Investigation Reports. ***HVJ has provided geotechnical services on 100+ water lines and intake/pump station projects, all of which have greatly enriched our understanding of the complexity of water system improvements projects.***



WADE PARKS, PE, CFM

Project Manager

12 *Years of Experience* **2** *Years with Garver*

Education

MS, Civil Engineering, Water Resources

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 117228

Certified Floodplain Manger: TX, 2811-15N

Affiliations

American Public Works Association

Water Environment Federation

With over 10 years of experience, Wade has worked on projects with more than 13 municipalities in the greater Houston area. Particularly, his focus has been on developing cost-effective solutions for pipeline and treatment projects. To do so, he examines the whole picture of the system to identify if the solution is implementable for the long term. Wade always maintains transparency within his team by breaking problems down into foundational levels to identify the root and mitigate its effect on the project.

PROJECT EXPERIENCE

Mont Belvieu Water Model Update and System Assessment, *Mont Belvieu, TX*

Project manager for the development of a distribution system hydraulic model that included existing conditions, future scenarios, and regulatory checks, allowing the City to maintain model amendments in-house for the future.

West Harris County Regional Water Authority Kinder Morgan Segment 3 Waterline, *Houston, TX*

Project manager responsible for the detailed design and construction of a new 66-inch-diameter waterline that is part of the surface water transmission system for the West Harris County Regional Water Authority (WHCRWA). Responsibilities include providing design, bid, and construction phase services. Also responsible for leveraging Garver's Texas Water Infrastructure Design Center to maximize efficiency and quality.

City of Houston Southwest Pump Station Improvements, *Houston, TX*

Project engineer for the design of 2,500 linear feet of 24-and 30-inch distribution lines from the pump station to Richmond Avenue crossing US 59, 18,000 GPM booster pump rehabilitation and replacement, chlorine and ammonia injection improvements, and site improvements. Wade assisted in the preparation of the construction documents for the site improvements and pump station improvements. *Individual experience.*

EPCOR NMDOT Water Line Replacement, *Clovis, NM*

Project engineer for the installation of waterline improvements, including relocation of lines that conflict with US 60/84 NMDOT improvements. The project includes four waterline construction packages to match NMDOT schedules and improve fireflow surrounding the downtown district of Clovis.



DAN OLSON, PE

Principal in Charge

14 *Years of Experience* **4** *Years with Garver*

Education

BS, Environmental Engineering

Licenses and Certifications

Professional Engineer: TX, 115373

Affiliations

American Water Works Association

Water Environment Federation

WateReuse Association

Dan has worked on projects covering the entire water and wastewater spectrum. He applies advanced technology to efficiently solve client concerns and deliver sustainable solutions. When it comes to wastewater, he understands how every aspect of a plant works together and has provided designs for both conventional and advanced treatment plants. Dan's water experience primarily covers the design of surface water treatment plants, all of which have included advanced technology. He looks for alternatives that optimize processes and create efficient project controls for both water and wastewater projects.

PROJECT EXPERIENCE

Bay City Water System Evaluation, *Bay City, TX*

Project manager for the planning, hydraulic modeling, and preliminary engineering of water system improvements that include two new water wells, storage, disinfection, and high service pumping. The project also included a new water transmission line to provide redundancy and looping in the water distribution system for better pressure maintenance and ability to meet minimum fire flows. Additionally, Garver helped the City secure project funding. The project is currently in the environmental review/permitting phase and will enter into the design phase upon completion.

GCWA Water Treatment Plant Disinfection Upgrades, Texas City, TX

Project manager responsible for developing a long-range disinfection master plan for the Thomas S. Mackey WTP, which is owned and operated by the Gulf Coast Water Authority (GCWA). Responsibilities included leading the team of technologists and design engineers to evaluate eight disinfection technologies that could be used alone or in combination to accomplish the short-term and long-term treatment goals of GCWA, while providing an inherently safer solution than the existing chlorine gas disinfection system.

San Jacinto River Authority Hydraulic Modeling, *The Woodlands, TX*

Project manager responsible for providing hydraulic modeling services to the Woodlands Division of SJRA in their drinking water distribution system and wastewater collection system. Responsibilities included leading the team in analyzing impacts from new developments, changes in water demands, and demand allocation. Also responsible for advising the SJRA team on potential capital improvements that may be necessary in each system, as wells as actions that can be taken to avoid or defer capital outlays.



EVAN TROMBLE, PHD, PE

Technical Advisor

17 *Years of Experience* **10** *Years with Garver*

Education

PhD, Civil Engineering, Water Resources

BS, Engineering, Civil Specialty

Licenses and Certifications

Professional Engineer: TX, 121119

NASSCO PACP, MACP and LACP Certification, , U-0920-703010243

Affiliations

American Society of Civil Engineers

American Water Works Association

Water Environment Federation

WateReuse Association

As Garver's Water Technology Hydraulics Leader, Evan oversees modeling efforts and keeps staff up to date on software and applications. Evan focuses on understanding the system as a whole, including identification and analysis over the full range of potential operating conditions both now and in the future. He dives into problems and develops a thorough understanding of each system so that he can develop optimized concepts for improvements. Through open communication, Evan works with technical staff and clients to gather all necessary information to identify the best alternatives. His expertise makes him Garver's hydraulic modeling expert. ***In practice, Dr. Tromble has spent more than 7,500 hours modeling and has led over 40 master planning and hydraulic modeling projects over his career.***

PROJECT EXPERIENCE

Bay City Water System Evaluation, *Bay City, TX*

Technical advisor and quality lead for the assessment of the City's hydraulic model, model calibration, and development of proposed scenarios for water supply infrastructure to accommodate anticipated growth and provide resilience to the distribution system.

Enid Alternate Water Supply Program, *Enid, OK*

Hydraulic modeler responsible for competing evaluations for the terminal storage reservoir and distribution system integration components of the project. Additionally, served as the technical lead in evaluation of proposed water treatment plant locations and system optimization of the raw water conveyance and storage portions of the project (intake, pump stations, raw waterline, and terminal storage).

Celina Water and Wastewater System Modeling, *Celina, TX*

Technical lead and lead hydraulic modeler for this master plan for the City of Celina's water distribution and wastewater collection systems. Garver utilized the City's GIS information to develop hydraulic system models and calibrated the models based on field-collected data and the City's smart water meter data. Multiple alternatives were developed for the ultimate buildout solution to identify the preferred alternative from a water supply, water transmission, and water distribution perspective.

Mont Belvieu Water Model Update and System Assessment, *Mont Belvieu, TX*

Technical advisor for the development of a distribution system hydraulic model that includes existing conditions, future scenarios, and regulatory checks, allowing the City to maintain future amendments in-house.



RANDY MCINTYRE, PE, BCEE

Quality Control / Quality Assurance

37 *Years of Experience* **5** *Years with Garver*

Education

BS, Electrical Engineering

Licenses and Certifications

Professional Engineer: TX, 112592

Affiliations

American Water Works Association

American Academy of Environmental Engineers

Water Environment Federation

Randy's ability to see projects from multiple perspectives comes from his well-rounded experience. He has held positions with varying responsibilities on a wide range of projects including water treatment, distribution systems, pump stations, master planning, construction management, and surveying. Randy understands how every system and operation work together, so when issues arise, he can identify the source and develop designs that effectively improve the whole system. Randy has worked within municipal organizations, and he brings this perspective to each project, understanding the needs and expectations of clients. All his combined experience instills an ability to look at projects from all angles and bring experts together to develop dialogue, finding resolutions to even the most complex of problems.

PROJECT EXPERIENCE

Athens Water Distribution Model and 20 Year Plan, *Athens, TX*

Project manager for population and demand projections, development and calibration of a distribution system hydraulic model, assessment of the capacities of major infrastructure components against regulatory criteria, application of the hydraulic model to evaluate the system over the 20-year planning horizon for the project, and development of a capital plan to address system challenges identified during the evaluations.

Enid Alternate Water Supply, *Enid, OK*

QA/QC for this project which includes a new intake structure in the Kaw Reservoir, 70 miles of raw water conveyance, a terminal storage reservoir (TSR), an optimized delivery system for proper blending with local groundwater, and a 21 MGD advanced WTP.

Athens Water Treatment Plant Optimization, *Athens, TX*

Project manager and principal oversaw study for ways to meet compliance and operability. Through source water and water plant testing, identified coagulant and disinfection optimization, conceptual design of chemical feed, and alternative disinfection strategies.

Dallas Water Utilities Major Rehabilitation of Raw Water Facilities, *Dallas, TX*

Project manager for the investigation, evaluation, and prioritization of recommended rehabilitation, replacement, or improvement of components at the Eastern and Western System Raw Water Facilities for Dallas Water Utilities. The final deliverable will consist of an implementation plan, including a budget level cost estimate and schedule for each recommended improvement.



IAN TOOHEY, PE

Water Master Plan Lead

13 *Years of Experience* ***7*** *Years with Garver*

Education

MS, Civil Engineering, Water Resources Engineering

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX,116105

NASSCO PACP, MACP and LACP Certification, , U-0719-70306563

Affiliations

American Public Works Association

American Water Works Association

Water Environment Federation

Ian maintains the link between design, construction, and operation. His 13 years of experience has given him the ability to approach each project with the end in mind and the long-term implications it will have on operations and maintenance. Previous experience working for a major Central Texas water utility gives Ian the client perspective regarding the challenges they face. Having served on the owner side of a water system's management, he knows how to engage with clients, understanding where they come from, and their responses when adapting to change. He understands that a project is more than just presenting a solution to a problem; it's the integration of a solution within an existing system that has been serving a community.

PROJECT EXPERIENCE

Sharyland Water Supply Corporation Master Plan, *Mission, TX*

Master planning lead and associate project manager for the water master plan. The plan consisted of projected population and water demand analysis, facility field investigations, development and calibration of a distribution system hydraulic model, hydraulic modeling over the project horizon, development of a capital improvement program, development of a GIS geodatabase and system basemap, and updates to the Nitrification Action Plan and Revised Total Coliform Rule sampling plan.

Lost Creek Elevated Storage Tank and System Improvements, *Austin, TX*

Lead hydraulic modeler responsible for a development agreement that involved the installation of a new EST to meet TCEQ criteria and improve fire flows. *Individual experience.*

Mont Belvieu Water Model Update and System Assessment, *Mont Belvieu, TX*

Master planning lead for conducting existing system analysis of the City's distribution system, confirming operational parameters and future demand scenarios, and developing a conceptual capital improvements program that addressed system capacity and level of service needs.

DeSoto Water Master Plan, *DeSoto, TX*

QA/QC for the comprehensive water master plan for the City of DeSoto. Oversaw the use of hydraulic models to identify and evaluate potential modifications to the pressure plane delineations to mitigate existing pressure and booster pumping challenges. Ian also developed the plan replacing the Bolton Boone pressure tank system and consolidating pressure plane operation to a single pump station location within the north part of the system, saving both energy costs and reducing operational burden.



TYSON HANN, D.ENG, PE

Pumping and Storage Lead

12 *Years of Experience* **2** *Years with Garver*

Education

Doctor of Engineering, Civil Engineering, Water Resources Specialty

ME, Civil Engineering, Environmental Engineering Specialty

BS, Civil Engineering, Environmental Engineering Specialty

BS, Agricultural Engineering, Environmental Specialty

Licenses and Certifications

Professional Engineer: TX, 115705

Affiliations

American Water Works Association

American Public Works Association

Water Environment Federation

Tyson is a project manager with 12 years of experience in the water and wastewater industry. His project experience includes solids handling systems, hydraulic modeling, pump stations and lift stations, water and wastewater treatment processes, aeration systems, water resource planning, and facility design. He is well-versed in a variety of different project delivery methods and has managed projects from conceptual design through construction. Tyson works to find innovative solutions and provide quality design that meets his clients' schedule and budget requirements.

PROJECT EXPERIENCE

Water Supply Improvements Bond Program, *Bacliff MUD, TX*

Project engineer responsible for final design services for the construction of a new 750,000-gallon elevated storage tank, 1 MG ground storage tank, and 2 MGD high service pump station for the Bacliff MUD. *Individual experience.*

Pearland Surface Water Plant, *Pearland, TX*

Project engineer for process selection, pilot, and preliminary design phase services for a greenfield 10 MGD Surface Water Plant capable of expansion up to 30 MGD. Project liquid phase design included pretreatment, membrane filtration, granular activated carbon contactors, and chlorine disinfection. Project solids phase analysis for gravity thickening and mechanical (belt press) dewatering as compared to lagoon/monofill disposal. Support facility design included the drain pump station, return flow pump station, and process yard piping. *Individual experience.*

EWPP Pump Replacement Project, *Houston, TX*

Project engineer responsible for construction phase services for the rehabilitation and replacement of over 15 pumps at the City of Houston's 360 MGD East Water Purification Plant. Services included submittal review, construction review, and pump witness testing to verify adherence to Hydraulic Institute Standards. *Individual experience.*

Kilgore Surface Water Treatment Plant Washwater Pump Station and Sludge Draw-Off Vault Rehabilitation, *Kilgore, TX*

Design phase manager for new rails within the washwater pump station, new discharge piping and a new drain line between the pump discharge and wet well. The project included replacing plug, check, and air release valves in the pump station valve vault and sludge draw off valves.



MARCO RAMIREZ, PE

Distribution System Lead

20 *Years of Experience* **2** *Years with Garver*

Education

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 98320

Over the course of Marco's 20-year career, he has focused his work on water infrastructure systems, with pipe diameters ranging up to 108 inches. Because he has worked on both the client and consultant side, he understands the decision making behind projects and how budgets influence those decisions. As a result, he focuses on providing a design that meets each client's needs while maintaining budget. Through his experience, he has learned that the needs of a municipality can differ from those of an authority, having worked for both. He knows the unique challenges both face and applies that knowledge to each project, working to prevent and mitigate those concerns.

PROJECT EXPERIENCE

Enid Alternate Water Supply Project, *Enid, OK*

Program management technical team member for this project, which includes a new intake structure in the Kaw Reservoir, 70 miles of raw water conveyance, a terminal storage reservoir (TSR), an optimized delivery system for proper blending with local groundwater, and a 21 MGD advanced water treatment plant (WTP).

North Texas Municipal Water District (NTMWD) East Fork Wetland Project, Southern Segment, *Kaufman County, TX*

Project engineer for the design and construction administration of 22-mile 84-inch diameter steel pipeline. The project included a combined total of one mile of tunneling crossing the East Fork River, several streams, railroads, highways, and other utilities. The project was part of a 43-mile 84-inch diameter pipeline that transports raw water from the John Bunker Sands Wetland in Kaufman County to Lake Lavon. *Individual Experience.*

West Harris County Regional Water Authority Kinder Morgan Segment 3 Waterline, *Houston, TX*

Technical advisor for design, bid, and construction phase services for a new 66-inch-diameter waterline that is part of the surface water transmission system. Garver is conducting an alignment review, design plans and specifications, and preparing bid and construction documents for the water line segment. This project involves a storm water pollution prevention plan, traffic control plan, tree protection plan, survey and mapping, and geotechnical investigations.



JEFF MAIER, PE

Pipe & Tank Rehabilitation

21 *Years of Experience* **2** *Years with Garver*

Education

BS, Civil Engineering, Environmental Engineering/Water Resources

Licenses and Certifications

NACE Certified Coatings Inspector - Level 3, 35774

Professional Engineer: CO, 38908

NASSCO PACP, MACP and LACP Certification, U-0920-703010205

NASSCO ITCP-Cured In Place Pipe, CIPP-109-0125

Affiliations

American Society for Testing and Materials (ASTM)

American Water Works Association

National Association of Corrosion Engineers

North American Society for Trenchless Technology

Water Environment Federation

Jeff's 21 years of experience with trenchless technologies, advanced pipeline condition assessment systems, and corrosion mitigation work have made him an expert and invaluable asset to any infrastructure project. He can strategically coordinate different trenchless inspection and remediation strategies, including design of pipe lining systems (CIPP and slip lining), concrete and steel coating/lining inspection, and application of advanced rehabilitation materials to maximize results. Jeff is a National Association of Corrosion Engineers (NACE) CIP Level 3 – Certified inspector and currently serves in a variety of leadership roles within the North American Society for Trenchless Technology (NASTT). He is also the vice chairman of the ASTM 17.67 Trenchless Plastic Pipeline Committee that focuses on industry standards development, and is a national level instructor for NASTT's Introduction to Trenchless Rehabilitation Good Practices and Municipal Grouting courses. His industry and organization experience has gained him a thorough and unparalleled understanding of trenchless methodologies, advanced inspection techniques and their application benefits to projects.

PROJECT EXPERIENCE

BWA 2019 Waterline Renewal, *Benbrook, TX*

QA/QC for the replacement of residential water mains. Performed preliminary design study to determine feasibility of trenchless installation methods, such as pipe bursting, were a feasible. Coordinated with the Benbrook Water Authority (BWA) to develop and implement a high quality, economical project.

Sheridan Blvd Water Main Rehabilitation & Replacement Project, *Westminster, CO*

Engineering technical assistance in pre-design for major potable water main rehabilitation and replacement project. Consulting assistance providing input on design, potential trenchless installation and rehabilitation options, cost estimating and contractor methodologies.

Water Main Rehabilitation & Replacement, *Westminster, CO*

Engineering technical assistance in pre-design for major potable water main rehabilitation and replacement project. Consulting assistance providing input on design, potential trenchless installation and rehabilitation options, cost estimating and contractor methodologies. Trenchless rehabilitation options included pipe bursting, UV-Cured CIPP pressure lining, and Kevlar reinforced slip lining for pressure pipes. *Individual experience.*

CIPP Advisement Services, *Greely, CO*

Technical advisor responsible for developing thermal and UV-light cured CIPP lining specifications, designing bypass pumping, and permitting activities for railroad crossing for trenchless pipeline rehabilitation project.

Tab C.

Experience



TAB C. **EXPERIENCE**

OVER THE PAST 10 YEARS,
GARVER'S TEAM HAS COMPLETED MORE THAN:

35	40	60
WATER HYDRAULIC MODELS	PUMPING & STORAGE FACILITIES	WATER SYSTEM SCADA/ ELECTRICAL PROJECTS

Bay City Water System Evaluation ▸ *Bay City, TX*



Year Completed:
2018, *completed on-time*

The City of Bay City has recently experienced rapid population growth, requiring an overall water system evaluation. This evaluation included hydraulic modeling, preliminary design, a water rate study, and project funding assistance to improve their water system. Garver's services tackled the issues of capacity, flow, and pressure in the north and east parts of the system.

Garver performed an assessment on the City's hydraulic model, master plan report, and distribution system SCADA data. We prepared a field data collection plan outlining necessary updates within the system. Future demands through 2050 based on the current system and future conditions were also incorporated into the hydraulic model.

Preliminary design for the new WTP No. 7 included a new well, ground storage tank, hydropneumatic tank and booster pump station, and disinfection equipment. The preliminary design report contained sizing recommendations, equipment selection, preliminary drawings and an opinion of probable construction cost (OPCC).

Garver performed a hydrogeological investigation, which consisted of collecting historical data, including water level, water quality samples, and well efficiencies of the water system. Garver also assisted in selecting a new well site, coordinating directly with Coastal Plains GCD, and assisted the City in preparing and submitting grant applications. A timeline of one year was proposed to complete the hydraulic modeling, preliminary designs, site surveys, water rate study, and project funding assistance concurrent with the water rate study.

Garver went above and beyond the contractual scope with site acquisition and landowner negotiations, providing technical information and site characterization to keep the project on schedule after it became apparent that an additional water plant site would be required for the system improvements.

Firm Project Contact

Name: Dan Olson

Address:
12141 Wickchester Ln, Suite 200,
Houston, TX 77079

Phone: 713-491-8333

Client Contact

City of Bay City, Texas

Name: Barry Calhoun, *Director of Public Works*

Address:
1217 Avenue J
City of Bay City,
TX 77414

Phone: 979-323-1659

Mont Belvieu Model Update and System Assessment
Mont Belvieu, TX



Year Completed:
2020, *completed on-time*

The City of Mont Belvieu's existing water model utilized a static system, which didn't allow the water infrastructure needs for growth to be accurately identified. The City contracted Garver to develop a distribution system hydraulic model that includes existing conditions, future scenarios, and regulatory checks, allowing the City to maintain amendments in-house for the future.

Garver added the following components to the hydraulic model: elevated storage tanks, ground storage tanks, hydropneumatic tanks, booster pumps, and groundwater wells. Additionally, we identified model connectivity issues and data gaps, and updated the hydraulic model based on client feedback. To calibrate the hydraulic model, our team used field-collected data consisting of pressure monitoring and hydrant flow tests. Hydraulic models were used to assess the distribution system using each of the four demand alternatives to identify system challenges. Garver's distribution system evaluation technical memorandum documented the data and processes used to complete the model development and model simulations.

Firm Project Contact

Name: Wade Parks

Address:
12141 Wickchester Ln, Suite 200
Houston, TX 77079

Phone: 713-395-4285

Client Contact

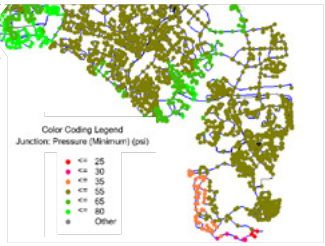
City of Mont Belvieu

Name: Ricardo Villagrand, *Community Development Director*

Address:
11607 Eagle Dr
Mont Belvieu, TX 77580

Phone: 281-576-2213

SJRA Hydraulic Modeling *The Woodlands, TX*



Year Completed:
2021, *On-schedule*

Garver is providing on-call hydraulic modeling support for San Jacinto River Authority's (SJRA) water distribution and wastewater collection system, as requested by SJRA set forth in work orders. Work done thus far includes evaluation of the available capacity of the distribution system and collection system to accommodate anticipated development and updating of water demand scenarios in the water model based on historical data.

Firm Project Contact

Name: Dan Olson

Address:
12141 Wickchester Ln, Suite 200
Houston, TX 77079

Phone: 713-491-8333

Client Contact

San Jacinto River Authority

Name: Greg Lushbaugh, *Project Manager*

Address:
2436 Sawdust Road
The Woodlands,
TX 77380

Phone: 281-362-4331

Celina Water and Wastewater System Modeling ▸ *Celina, TX*



Garver conducted a City-wide water and wastewater modeling effort. The project evaluated current water and sewer needs. Following the identification of current needs, a full build-out population of 343,267 was modeled to identify future improvements. Trigger points (in terms of additional houses constructed) were calculated for each improvement, so that the City could accurately adjust capital improvements based on growth patterns. In addition to the modeling development, the project included identifying a 5-year Capital Improvements Plan (CIP), along with conducting a rate study and recommended rate structure to fund the identified improvements.

Year Completed:
2017, *On-time*

As part of this project, Garver optimized sampling locations for the City's Revised Total Coliform Rule (RTCR) Sample Siting Plan and developed a Nitrification Action Plan (NAP) to help the City identify nitrification benchmarks and associated mitigation practices.

Firm Project Contact

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Phone: 713-395-4285

Client Contact

City of Celina, Texas

Name:
Kimberly Brawner
Executive Director of Public Services

Address:
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Celina, TX 75009

Phone: 972-382-2682

SWSC Water Master Plan ▸ *Mission, TX*



Garver assisted Sharyland Water Supply Corporation (SWSC) with the development of a water system master plan consisting of projected population and water demand analysis, facility field investigations, development and calibration of a distribution system hydraulic model, hydraulic modeling over the project horizon, development of a capital improvement program (CIP), development of a GIS geodatabase and system basemap, and updates to the Nitrification Action Plan and Revised Total Coliform Rule sampling plan. SWSC expressed a strong desire to improve level of service regarding distribution system pressure by maintaining pressures near the optimal range and reducing challenges associated with both low- and high-pressure areas. Garver coordinated closely with SWSC in developing the spatial distribution of projected population growth and identifying potential extensions to the service area that may impact the proposed system expansion and prioritization within the CIP. Garver developed revisions to the pressure planes to improve system level of service and operational flexibility, including repurposing of existing PRV vaults to develop a reduced pressure zone to limit high pressures and development of a new western zone to increase pressures in higher elevation areas.

Year Completed:
2020, *On-time*

Firm Project Contact

Name: Richard Correa

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Harlingen, TX 78550

Phone: 956-734-2375

Client Contact

Sharyland Water Supply Corporation

Name: Javier Ramirez, *Assistant General Manager*

Address:
210 E Main Ave,
Alton, TX 78573

Phone: 956-585-6081

City of Celina 6 MG Ground Storage Tank ▸ *Celina, TX*



To improve the City's water reliability and flexibility, the City of Celina has requested that Garver construct a new ground storage tank (GST). Garver is coordinating with the Bureau of Reclamation to the specific grant program requirements and obtain clearance from the Texas State Historic Preservation Office. Through the hydraulic modeling analysis, Garver is identifying the hydraulic grade line available for the Celina supply at the Celina Road GST and Booster Pump Station (BPS) site, evaluate tank height options, and assess the new tank with Celina's distribution system for the average, max, and peak demands. Garver will then evaluate the tank mixing types and provide recommendations.

Year Completed:
2021, *on-schedule*

Final design documents of the new GST will be provided, complete with yard piping, SCADA improvements, site improvements, and a new security fence. After the final design phase, Garver will assist the City in bidding phase and prepare advertisements for bids, participate in bid meetings, and evaluate and recommend award. Lastly, Garver will provide Celina with construction administration, from the beginning of the phase until 2022.

Firm Project Contact

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Beatriz Dongell

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Client Contact

City of Celina, Texas

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Phone: 972-382-2682

Calmont EST Tank Repair and Re-painting ▸ *Fort Worth, TX*



Garver conducted a site investigation including condition assessment and preparation of construction plans and specifications for the repair and repainting of the 1 MG Calmont EST, as well as construction phase engineering services. Coating improvements included the abrasive blast cleaning of all interior surfaces accompanied by recoating with 100% solids; abrasive blast cleaning of all exterior surfaces accompanied by recoating with a three coat system. Design recommendations included extension of the existing access tube from the interior wetted area to the roof members with new access door, platforms, grating, and railing.

Year Completed:
2019, *Completed On-time*

Firm Project Contact

Name: Tina Hanson

Address:
500 W 7th Street, Fort Worth, TX

Phone: 682-747-5392

Client Contact

City of Forth Worth, TX

Name: Farida Goderya, *Senior Professional Engineer*

Address:
200 Texas Street
Fort Worth, TX 76102

Phone: 817-392-8214

Como Ground Storage Tank Repair & Repainting ▸ *Fort Worth, TX*



Garver provided the engineering evaluation of a 6 MG GST that included assessment of the interior and exterior coating systems, tank structural integrity, degree of corrosion and safety improvements. Coating samples were collected to determine the presence and amount of heavy metals.

Design included repair/replacement of roof rafters, repair of holidays in the tank wall, replacement of the ladder and fall protection system, removal of the Cathodic Protection System hand holes, installation of a drain valve for better silt removal and tank draining, modified the hand rails to meet current TCEQ regulations, surface preparation including blasting to the bare metal, removal of lead based paint, complete coating replacement of the entire tank interior and exterior and electrical improvements.

Year Completed:
2017, *completed on-time*

Firm Project Contact

Name: Tina Hanson
Address: 500 W 7th Street, Fort Worth, TX
Phone: 682-747-5392

Client Contact

City of Forth Worth, TX

Name: Farida Goderya, *Senior Professional Engineer*
Address: 200 Texas Street Fort Worth, TX 76102
Phone: 817-392-8214

North WTP 8 MG Ground Storage Tank ▸ *Lubbock, TX*



The North WTP currently has a 6 MG ground storage tank (GST) which supplies Pump Station 11 for water distribution. This GST is critical to operation of the plant. During a freeze event in 2018, the air vent to the tank froze shut causing the tank to over pressurize with resulting severe structural damage. Garver is evaluating optimum tank hydraulics and tank geometry for optimum life-cycle costs. Garver will also plan for future space requirements for future rehabilitation/replacement of Pump Station 11. Design of the new, 8 MG of ground storage tank is currently in-progress.

Year Completed:
2022, *Est. Completion*

Firm Project Contact

Name: Tina Hanson
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Phone: 682-747-5392

Client Contacts

City of Lubbock, TX

Name: Michael Lowe, *WTP Superintendent*
Address: 1625 13th Street Lubbock, TX 79401
Phone: 682-747-5392

Celina Transmission Mains ▸ *Celina, TX*



Year Completed:
2020, *completed on-time*

Garver provided design, bid, and construction phase services for over 27,000 linear feet of 24- to 36-inch water transmission mains for the City of Celina. The City of Celina is growing rapidly and had immediate need for additional system capacity by summer 2019. The Garver team expedited design and split the overall project into three construction packages for concurrent design and construction to meet the City's schedule needs.

An initial route study was performed to evaluate optimal pipeline location prior to completing survey and final design. During the route study Garver evaluated construction costs, easement needs, stakeholder impacts, and constructibility. The Garver team also provided a wetlands delineation of several creek crossings and will be recommending permanent and temporary easement locations. ***Garver's compressed design schedule allowed the City to maintain water service during a critical time of rapid growth.***

Firm Project Contact

Name: Wade Parks

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Client Contact

City of Celina

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Executive Director of Public Services

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Celina, TX 75009

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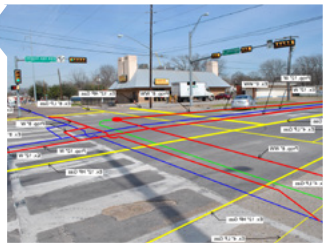
DWU Pipeline Program ▸ *Dallas, TX*



Year Completed:
2021, *on-schedule*

Garver provided conceptual and final design as well as surveying services for an estimated 46,597 total linear feet of main replacements — including approximately 24,800 linear feet of 8- to 16-inch water mains and approximately 24,500 linear feet of 8- to 12-inch wastewater mains — at 21 locations. Garver managed several subconsultants who provided support for Level A SUE in specified locations, base mapping, and design. Garver coordinated with local utilities and entities such as Oncor, TxDOT, DART, Atmos, AT&T and others throughout the segments' design to avoid future conflicts and provide updates to their utility maps. Design for each segment was intended to limit the amount of time water and wastewater services were unavailable and has aimed to mitigate the impact to local traffic.

The project includes an inverted siphon under existing utilities as well as traffic control and surface restoration, flow management and coordination with the City, County, and TxDOT for urban construction.

Firm Project Contact

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Client Contact

Dallas Water Utilities

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Pipeline Project Manager

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Benbrook 2019 Waterline Renewal ▸ *Benbrook, TX*



Year Completed:
2020, *completed on-time*

Garver provided surveying, design, bidding services, and construction support services for the replacement of 5,300 linear feet of 8-inch water line along Amory Drive, Rhineland Road, Duane Street, and John Reagan Street. Pipe bursting presented the possibility of faster construction, so we performed a comparison analysis of trenchless vs. open-cut construction. Because each individual service connection would need to be excavated and disconnected during construction, open cut construction became the most practical method and came in as a significantly cheaper alternative when the project was bid. Merging the excavation of the service connections and the waterline itself allowed construction to finish one month early.

Firm Project Contact

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Client Contact

Benbrook Water Authority

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Benbrook, TX 76126

Phone: 817-249-1250

UTRWD Water System Meter Replacement ▸ *Lewisville, TX*



Year Completed:
2020, *completed on-time*

The project includes an assessment of wholesale water meters through the District's service area, and detailed design and bidding and construction services of meter replacements, valve automation, and ground storage tank repair. Garver staff conducted site visits to 18 facilities to measure upstream and downstream meter clearances and identify improvements necessary to install new mag meters. These site visits also helped to verify record drawings and complete assessment forms. The recommended improvements include removal and replacement of the existing meter with the new mag meter, insertion of a new spool piece to account for the reduced length of the meter, and connecting the new meter to the existing electrical.

Firm Project Contact

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Client Contact

Upper Trinity Regional Water District (UTRWD)

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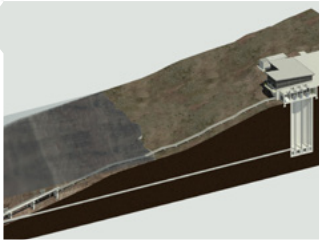
ADDITIONAL PROJECT EXPERIENCE FOR CONSIDERATION

Though not local, the following projects demonstrate our team's experience providing waterline improvements similar in scope to the City of Friendswood's anticipated improvements.

Enid Alternate Water Supply Program - Pipeline ▸ *Enid, OK*



Garver is serving as owner's representative, program manager, and lead designer for a multi-phased, $315M program to deliver treated drinking water from the Kaw Lake Reservoir to the City of Enid, Oklahoma. The program provides the City with a new 50-year sustainable water supply to supplement its existing groundwater supply.

Year Completed:
2022, *on-schedule*

The project involves a new intake structure in the Kaw Reservoir, approximately 70 miles of 36-inch pipeline along a direct corridor with associated intermediate booster pump station, a terminal storage reservoir (TSR) in Enid, an optimized delivery system for proper blending with local groundwater in the distribution system, and a 10.5 MGD advanced water treatment plant (WTP) with a full build out capacity of 21 MGD.

This program involves close coordination with City staff and officials through meetings and workshops to provide a realistic and representative approach to planning for the City's future water supply and production needs.

Firm Project Contact

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College Station, TX 77845

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Client Contact

City of Enid, Oklahoma

Name: Chris Gdanski, *Director of Engineering Services*

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Enid, OK 73702

Phone: 580-234-0400

EPCOR US60/84 Water Line Replacement ▸ *Clovis, NM*



EPCOR provides water services to the City of Clovis, New Mexico. To support a New Mexico Department of Transportation's (NMDOT) roadway improvements project, EPCOR hired Garver to facilitate installation of waterline improvements, including relocation of lines that conflict with NMDOT work and upsized lines and new connections necessary to provide adequate fire flow to the area. Garver identified connection points and improvements for waterlines along US-60/84. Phase 1 of the project consisted of gathering available data, including existing survey and geotechnical information, roadway as-builts, and improvement design documents from NMDOT and their roadway design consultant.

Year Completed:
2021, *on-schedule*

Firm Project Contact

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Client Contact

EPCOR Utilities

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Tab D.

Project Methodology



TAB D. **PROJECT METHODOLOGY**

PROJECT APPROACH

The City of Friendswood has identified short- and long-term water system improvements required to meet current customer needs and service the City's continued growth south of FM 528. Garver will help the City achieve these goals by developing and implementing solutions tailored to the City's needs and goals. **As the technical advisor for the City of Houston (COH) Southeast Water Purification Plant (SEWPP), Garver is extensively familiar with surface water quality and quantity being distributed to the SEWPP partners.**

Garver recommends developing a water master plan specific to Friendswood to identify immediate and long-term improvements. A water master plan is an efficient use of tax-payer funds because it provides a systematic approach to addressing the needs and desires of the City. Garver understands the issues facing the City and will develop the water master plan and improvements to fix them. ***The table below summarizes our understanding of issues currently facing the City's water system.***

Potential Challenges	Garver's Proposed Recommendations
Multiple storage tanks are experiencing corrosion and require rehabilitation	*Tank rehabilitations are anticipated to be started in the near-term. Following set up and calibration of the existing model, we'll evaluate shutdown windows as part of the existing system assessment.* ***These activities can be conducted in parallel with rehabilitation design to limit potential schedule impacts.***
Low Pressures During Peak Demands	*Our initial step will be to run a criticality analysis of the system to identify potential hydraulic constraints, such as dead end lines. We will then evaluate the service elevations and static pressures, as well as the friction losses to optimize pumping and distribution system projects to address system challenges.*
Additional surface water supply from COH's SEWPP transmission	*The City is a partner of the SEWPP and will be acquiring additional supply. Our team will identify the current and future demands, so the secondary feed and transmission line will be appropriately sized to meet the City's needs. Garver's modeling team will also identify pressure planes and blending zones resulting from the new supply and infrastructure.*

Project Work Plan

Garver's Project Work Plan is summarized below and detailed on the following pages.

WATER MASTER PLAN

- Data Collection and Field Investigation
- Hydraulic Model Development
- Demand Allocation
- Hydraulic Model Calibration
- Distribution Evaluation
- Alternatives Evaluation
- Engineering Report

PRELIMINARY DESIGN

- Field Survey
- Preliminary Design Development
- Team QA/QC Review
- Planning for Operations During Construction
- City Review and Workshop

FINAL DESIGN

- Final Design Development
- Team QA/QC Review
- Final Cost Estimate Review
- City Review and Workshop
- Regulatory Review

BID ASSISTANCE

- Advertisement
- Bid, Award
- Pre-Const. Agenda

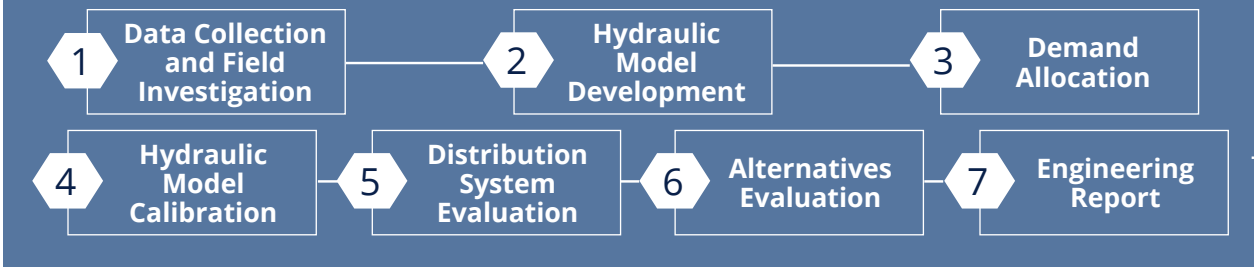
CONSTRUCTION PHASE

- Administration & Observation
- Operator Training and Startup

WATER MASTER PLAN

Garver will develop a customized evaluation for future improvements, allowing the City to exceed customer expectations. The City utilizes surface water supplied by the City of Houston at two locations (Blackhawk/FM 528 and FM 2351) and operates groundwater wells, as needed, to meet water demands. **Using a risk-based approach, Garver will prepare a hydraulic water model to identify the City's vulnerabilities and offer mitigation solutions.**

Garver has already started the initial model for the City
and is ready to begin with the following plan:



1 Data Collection/Field Investigation

Garver will first perform a thorough data review, requesting all pertinent information including prior studies, system performance data, capital improvement projects (CIP) forecasts, and operating records of related infrastructure. Because we've developed master plans for similar utilities, we understand the necessary data may not transition well between electronic formats. If SCADA data is not available for all infrastructure systems, Garver will help the City create a team of data transcribers to process hard copy data into electronic spreadsheets. The information can then be used more efficiently by planners, modelers, and engineers.

We'll also review water consumption data for both retail and wholesale City customers to develop diurnal demand patterns. These patterns will develop the spatial allocation of demands and support application of representative diurnal demand patterns. Garver will review current land use and population projection data from Harris-Galveston Area Council for the City, but we anticipate this will be focused mostly on the City's continued growth south of FM 528.

Garver will use available SCADA and field data to develop diurnal demand patterns. With our team's vast Texas experience, we can compare Friendswood's diurnal demand patterns to our database with communities across Texas. Our database and experience can also be used to supplement missing/incomplete data.

2 Hydraulic Model Development

Our team will work to understand your system, not just observe it. To achieve this, Garver's modeling team will collaborate with the City Staff and operators to verify record drawings, GIS, and maintenance logs. We'll help the City organize meetings and make certain the data shared with Garver matches the distribution system in-place.

3 Demand Allocation

Projection of water demand will begin with an evaluation of historical data, including water production and consumption, population and connection data, and population and development projections. We'll develop these demand projections over a targeted planning horizon in discrete increments.

We'll also coordinate with the City to outline an appropriate planning horizon at the start of the project. The planning horizon for CIP development will be chosen based on Friendswood-specific growth patterns and rates. Our team will geocode water meter locations and cross-reference with billing data to determine historical usage in each sector and develop spatial distributions of existing demands. We will then assess non-revenue water, comparing production and billing records, historical per capita residential usage, and impacts of climatological factors on average and peak water usage rates for

each sector. Garver will develop conservative water demand projections over the planning horizon for assessments of infrastructure sizes/capacities *(with high usages)* and rates/revenue *(low usages)*.

4 Hydraulic Model Calibration

With accurate pump curve information, network GIS data, appropriately distributed demands, and observational data all in place, our modeling team will calibrate the initial model setup and calibrate the hydraulic model through comparison with field data. The pipe material and condition information previously collected will help determine appropriate Hazen Williams C-factors to improve model performance.

This will be followed with targeted pressure logging and hydrant flow testing to address areas where improved model skill is desired. Hydrant flow tests can help identify connectivity issues *(including closed valves)* in the system and assess system responses to elevated point demands throughout the distribution network. Our team will go over the results in a workshop with Friendswood staff to see that our results align with operational experience before moving forward into modeling future scenarios. ***Garver owns and installs hydrant pressure loggers to support our hydraulic modeling and master plan projects, lending us the ability to collect calibration data without schedule interruptions.***

5 Distribution Evaluation

Garver will conduct hydraulic model simulations at the different planning horizons (established in step 3) to identify capital improvements projects. This step will involve multiple groups in the City due to the forecasting and budget discussions, so this will be a critical coordination juncture.

Working alongside Friendswood staff, we will determine the level of service (LOS) goals, which serve as a set of design criteria for optimizing system performance. LOS goals are established with the client, incorporating TCEQ regulations and building on industry standards. Garver understands the City has concerns about the water storage and the impacts during peak demands. **Our calibrated model will allow the City to visualize the impacts to citizens during and after construction of the tank rehabilitation and waterline improvement projects.**

Once accurate system hydraulics are established, there are a suite of advanced modeling methods to evaluate higher-order LOS criteria as shown below:

System-wide fire flow analysis

Determine available fire flow throughout the distribution system, compare results to preferred fire flows, identify system challenges, and develop proposed improvements.

Water age & chlorine residual analysis

Identify hydraulic factors within the distribution system that are adversely impacting water quality, and develop operational or infrastructure improvements to address water quality challenges.

Source tracing

Identify the zone of influence of water supplied from different locations. This allows you to see how the blending zone between areas generally served by different sources moves during different periods. If there are issues with water quality compatibility or quality from each source, this can be helpful in assessing water quality.

Emergency provisions

Identify and rank critical infrastructure to maintain City water supply. Garver will take a risk-based approach to identify the supply, storage, and distribution system components necessary to maintain supply of groundwater during emergency conditions, such as a water transmission pipe rupture from SEWPP.

Criticality analysis

Identify the impacts to the system associated with failure of any system assets, including water mains. The criticality analysis results can be used to assess cost of failure associated with distribution system assets and support risk-based evaluations.

6 Alternatives Evaluation

Our team will prepare initial alternative recommendations and present them to the City as part of our workshops. The alternatives will be a combination of operational, maintenance, and system improvements recommendations.

Garver will work to leverage existing assets as a part of our alternatives evaluation. One alternative Garver will consider is looking at utilizing existing water plants to limit the total length of the new transmission line intended for Water Plant No. 4. Alternatives for the integration of additional City of Houston (COH) water supply could include:

1. Connect the new COH source to the existing distribution system near the COH connection and convey water across the system.
2. COH water conveyed to another plant in the middle of the system and then pumped to distribution from that point.
3. Convey existing supply to multiple transmission and water plant locations.

We'll use the hydraulic model to develop and evaluate potential changes to distribution system operations to attempt to address existing challenges during peak demand times. Similarly, we can evaluate short-term capital improvements to build on the existing system and attempt to improve system hydraulics while the new COH supply is being integrated.

7 Engineering Report

As part of Garver's study, a draft engineering report will be submitted to the City summarizing the findings and recommendations. We'll prepare a final workshop with the City to review the draft engineering report, followed by the final report encompassing the decisions from the final workshop.

PRELIMINARY DESIGN

Following Garver's submittal of the engineering report and workshops with Friendswood, we will work with public works and engineering to phase and implement identified project improvements. **Our team understands that the purpose of the water system improvements project is to:**

- Rehabilitate the four-500,000 gallon ground storage tanks (GST) and the Elevated Storage Tank (EST) to extend the useful life of this critical infrastructure investment.
- Improve Water Plant No. 4 to receive surface water from the potential secondary feed.
- Improve tank, pumping system, chemical feed, emergency power and controls to comply with industry standards and Public Works preferred operation.
- Construct improvements to water plants while limiting down-time of water system supply to customers.

The Water Master Plan will provide the roadmap for the team to execute the water system improvements. As the project transitions from planning phase to the design and construction phases, the Garver team will work extensively with the Public Works team to make sure the improvements are safe and can be easily operated and maintained after construction is complete.

Following acceptance of the engineering report, Garver will begin preliminary design, which constitutes approximately 60% design plans. While each project has its own specific requirements and design elements, Garver will obtain input from our qualified engineers to provide the City of Friendswood expertise in their respective disciplines.

Survey

Upon issuance of the notice to proceed, Garver can begin field survey data. **Our survey team will:**

- Obtain and review existing as-built drawings to become familiar with the project site
- Collect existing site data
- Perform survey necessary for the proposed improvements

Once reviewed by the City, any additional survey necessary for the project will be obtained. Permanent or temporary construction easements will be identified and exhibits will be prepared for acquisition services.

As details of the project emerge, survey initiated earlier in the project is possible, and will be determined on a case-by-case basis if it aides in the execution of conceptual plans.

Detailed Design

Garver prides itself on keeping the client involved at every step along the way. **At the 60% design milestone:**

- Plans are provided to the City to see that the concept of design is still consistent with the previous recommendations and your overall objectives for the project
- An operations and maintenance review is scheduled to identify areas which might pose concerns for City Staff tasked to operate and maintain the new infrastructure or facility
- Any utility conflicts are resolved and an implementation plan for construction will be further developed
- Cost estimates and project schedules are updated for the design as conceived
- A project workshop is held to summarize the 60% design deliverable and allow an open forum to discuss any comments on the design.



Project workshops will be held to summarize design deliverables for clear communication.

The following sub-sections will focus on the **individual improvement projects.**

Pumping and Storage Improvements

The rehabilitation of the existing water plants is critical to the operation of your water delivery system. In order to achieve the objectives of this project, the tank must be rehabilitated in a way that maintains adequate storage and pressure for optimum operation, emphasizes optimum life-cycle costs, and identifies opportunities to upgrade appurtenances to current industry standards. ***Our overall project approach and the priority tasks for the pumping and storage systems is provided on the following pages.***


EST No. 2


Surface Water Plant 1


Water Plant No. 3


Water Plant No. 4

Tank Inspection

Garver will work with your staff to gather system data and conduct field investigations. We will visit the project site and SCADA operations center to better understand how each storage tank operates in the existing system. Specifically, tank operation constraints, appurtenances, and pipe sizes will be verified with Public Works. Our team will conduct a tank assessment using specialty inspectors to review the tank foundation, internal and external condition, tank seal/caulking, as well as compliance with current regulations and industry standards *(i.e., AWWA D100, OSHA 1910, and TCEQ Chapter 290).* Some requirements our team will assess include capacity, safety, sanitary control radius, air-breaks, ventilation, roof openings, coatings, security, instrumentation, tank drainage, and overflows.

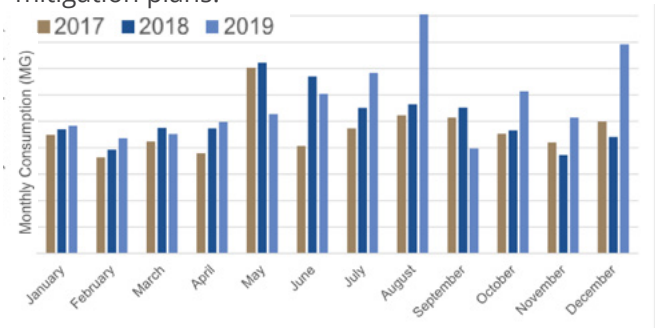
One of the major considerations with coating and lining is preparing substrate surface and applying the material per manufacturer requirements. As part of our approach, our team includes National Association of Corrosion Engineers (NACE) certified inspectors, who will be instrumental in the condition assessment process and QA/QC of coating, lining, and tank rehabilitation work. Jeff Maier, our Infrastructure Technology Team Leader and a NACE CIP Level 3 – Certified inspector, will support this project and oversee Level 1 and Level 2 inspectors to conduct the inspection and QA/QC procedures per specifications.

GSTs at Surface Water Plant No. 1 and Water Plant No. 3 are space constrained. Our team will conduct internal and contractor constructability discussions. **The Surface Water Plant No. 1 and Water Plant No. 3 facilities may require temporary construction easements to do the work.**

We also recommend that paint samples be taken from the tank and lead testing conducted to confirm the presence of lead-based paints, including lead-based primers. Although lead was phased out of paint products after 1978, lead-based paint was used on storage tanks through the 1980's and in some cases into the 1990's. We have found lead-based paints on tanks constructed in the early 1990's.

Planning for Operations During Construction

Each storage tank will be off-line for an extended period on a staggered basis to complete the necessary condition assessment evaluations and rehabilitation work. We will use the water model to analyze system demands and storage requirements and identify periods of low demand *(typically winter months)* so a construction sequence can be developed that mitigates impacts to the system. The figure below shows the typical monthly demand for cities in the greater Houston area. The ideal time for tank rehabilitation would be in the winter, when demands are generally lower, and limit water system impacts during the peak demand during summer months. If the project schedule and construction sequencing dictate tanks being off-line in the spring or fall, our team will work with Public Works to develop mitigation plans.



We believe operation input is very important to executing a successful project, so we will have Gary Sober, Garver's Class A Water Operator, help facilitate operational and maintenance discussions.



Conduct Pumping & Storage Assessment

Garver will evaluate the components of each water plant to make sure they have adequate capacity:

- Ground Storage Tanks
- High Service Pumps
- Suction & Distribution Piping

Booster pump and tank sizing will be evaluated based on the criteria set forth by TCEQ in the Texas Administrative Code (TAC), Chapter 290 for public drinking water systems. The suction and distribution headers will be evaluated based on design criteria established by the Hydraulic Institute (HI) in ANSI/HI Standard 9.6.6 for design of pump piping, to mitigate pre-rotation and cavitation within the booster pumps.

Considering flow configuration in the storage tanks can significantly minimize degradation of water quality within the tank. For example, a tank with single inlet/outlet could be prone to dead zones where water may stay in the tank for long periods of time, leading to depletion of disinfectant residual and increased risk of biological activity *(e.g., nitrification)*. Similar situations can arise when the inlet and outlet are placed in a way that promotes short circuiting of water flow. The ideal situation will be to have inlet and outlet placed on opposite ends of the tank with baffles to direct water in relatively similar direction. However, such ideal conditions rarely exist. We will explore simple improvements that can be implemented to the storage tanks to improve the flow configuration to avoid dead zones and minimize water age.

Garver's Pump and Energy Efficiency expert, Eric Dole, will assist with the pumping system and hydraulic assessment and conduct wire-to-water testing on the booster and groundwater pumps. This testing will provide the foundation for developing the pumping and capacity assets. Garver provides customized solutions using targeted field investigation techniques and proven design practices. Eric provided hydraulic recommendations to Globe, AZ that resulted in $65,000 of annual savings.

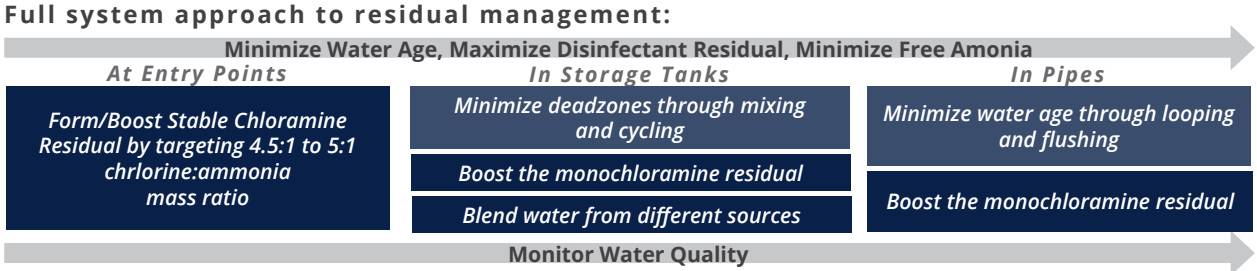
Disinfection Considerations

Maintaining high quality water throughout a distribution system starts with understanding the quality of water entering the system from all sources. As water ages within piping and tanks, disinfectants break down and, in the case of chloramines, release ammonia, which fuels nitrification and further chloramine decay. Residual management is critical for chloraminated systems, and includes forming or boosting chloramines at appropriate concentrations and chlorine to ammonia ratios, creating a stable residual while minimizing DBP formation. It is also important to conduct system-wide monitoring to catch problems early, when they can be addressed easily.

Ashley Pifer, Garver's distribution system water quality expert, has assisted Texas utilities like Sharyland Water Supply Corporation and the Cities of Athens, Celina, and DeSoto with development of nitrification action plans and disinfection improvements that have been implemented to improve residuals within their distribution systems. Understanding the water quality entering these systems and using hydraulic modeling to determine water from different sources moved, aged, and blended in the systems was key to the success of these projects.

As technical advisor for the SEWPP, our team is extensively familiar with its finished water quality, allowing for a better understanding of the quality of your purchased water with respect to nitrification potential and DBPs at the point of delivery. Disinfection system and monitoring recommendations will be developed as part of our design to promote a stable disinfection residual in areas of your distribution system receiving purchased water and groundwater.

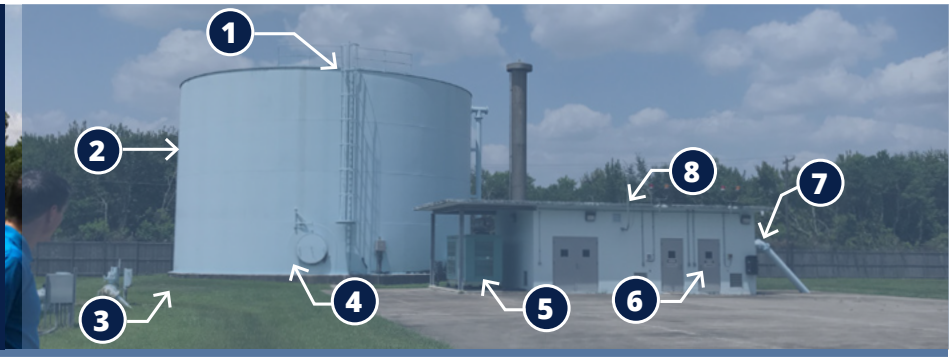
Full system approach to residual management:



Preliminary Design Development

We will incorporate your operation and preferences, data collection and investigations to develop a preliminary design. **Garver's College Station Water Design Center will use Building Information Modeling (BIM) to develop our Water facility plans, so construction plans capture vertical and horizontal elements that may affect construction.**

The preliminary design will include construction drawings and a list of technical specifications for the following critical components for the pumping and storage improvements:



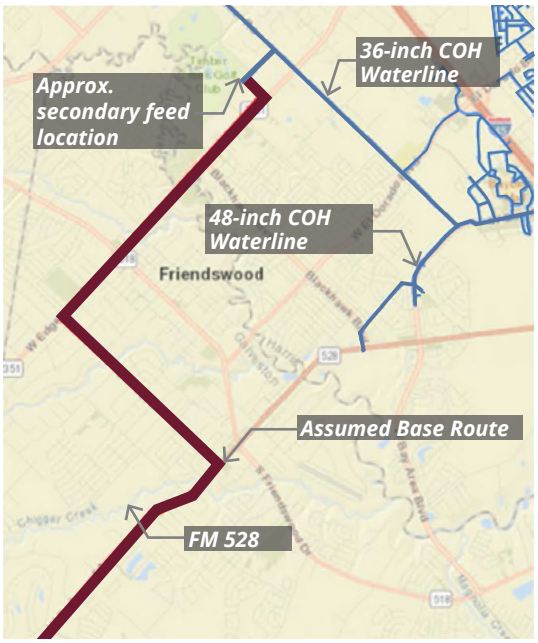
1. *Vent and overflow - Since the insect screen provides 70% open area, the vent and overflow must be over-sized to allow for the maximum possible outflow and fill-rate respectively. Undersized vent hoods can create a vacuum that results in tank damage.*
2. *Coating/Lining System - NSF-61 approved epoxies and zinc-rich interior coating systems are expected to last 15-25 years with proper application. Urethanes and some metalized coating systems can have a longer service life, but a higher initial cost.*
3. *Make sure sites drain any rainfall runoff and tank discharges to defined outfall locations.*
4. *For existing tank rehabilitation, foundation and expansion joints will be inspected for cracking and degradation. Stabilization of the foundation will be evaluated and repaired as needed. Innovative solutions such epoxy-fiberglass rehabilitation techniques be considered.*
5. *Provide emergency backup power, such as portable generator with manual transfer switch or permanent generator with automatic transfer switch, based on City preference and emergency response plan.*
6. *Tank Controls/SCADA – Garver will review existing controls and instrumentation used for tank operation and monitoring. Instrumentation and control will, at a minimum, include a pressure gauge, pressure transmitter, chlorine analyzer (if desired), and overflow alarm.*
7. *Pumps, piping, and valves will be designed per Hydraulic Institute and AWWA standards to mitigate hydraulic constraints.*
8. *Electrical Improvements - 1) Implement new surge protection devices to protect the plant electrical equipment from failing due to surges in power. Surge protection devices protect the equipment in the short term by protecting from large spikes in power that can immediately take out equipment, but also protect equipment in the long run by protecting from minor spikes that gradually degrade equipment. 2) Update existing electrical gears, as needed. 3) Update site lighting per City preference.*

In addition to the physical improvements, **Garver has in-house capabilities to provide a functionally robust SCADA system that not only meets operational needs, but will meet the AWIA 2018 cybersecurity requirements for critical infrastructure.** The design will use the latest technology based on the City's risk exposure and budget preferences to meet the requirements for control system availability and integrity and data confidentiality (AIC). We can also provide post construction service, such as network penetration testing, disaster recovery solutions and system acceptance testing to make sure improvements seamlessly communicate with the SCADA system.

After the City has had a review period of the preliminary design, we will conduct a workshop using our 3D BIM model to allow the team to "walk-through" the design elements. The construction schedule and an Association for the Advancement of Cost Engineering (AACE) level 4 cost opinion will be updated following the workshop with the City.

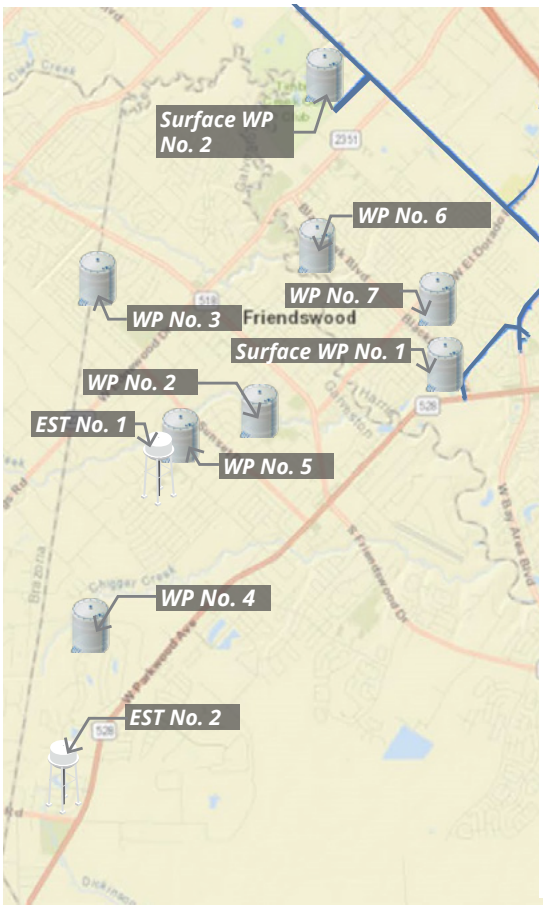
Distribution System Improvements

Garver understands that the City experiences water quality and supply issues in the southwest area of town and in areas south of FM 528. A new transmission line to take SEWPP surface water from Beamer Road to Water Plant No. 4 will be a significant effort from capital funds and entity coordination. A 16-inch transmission waterline following a route similar to the Assumed Route *(approximately 3 miles)* will be a high capital cost and require external agency coordination with TXDOT (FM 528 & FM 518), HCFCD *(Clear Creek)*, USACE *(Clear Creek)*, Texas-New Mexico Power *(Potential Power Pole relocations),* Galveston County, and Harris County. **Leveraging the City's existing assets in the planning phase will make sure capital is used effectively.**



Due to the existing issues, one of the hydraulic constraints will likely be portions of the distribution system. The table below identifies potential constructability challenges and considerations for designing and constructing waterline improvements.

Potential Challenges	Garver's Proposed Recommendations
Sizing and Locating Valves for Safe Operation	*We will work with the City during the planning phase to discuss sizing and location of air valves, isolation, and pressure-reducing valves according to AWWA and industry best practices. A transient analysis will be conducted to focus on the new transmission main and select pumping facilities.*
Construction and permanent easements	*Temporary construction easements and potential right-of-way acquisitions will be discussed with all the recommended solutions to mitigate construction impacts.*
Areas with significant subsurface utilities	*Critical locations will be identified for each alignment, and subsurface utility engineering will be recommended. Signalized traffic intersections and inter-agency crossings are two common critical locations to be considered.*
Roadway damage due to construction vehicles	*Increased loading on local roads due to construction activities will likely result in damage. Prior to starting construction, pre-construction photos and vehicle access routing will be agreed upon by the City and the contractor to easily determine road damage due to construction.*



FINAL DESIGN

Following acceptance of the Preliminary Design by City Staff, Garver will prepare the 90% design submittal. At the 90% design submittal, all comments from previous phases are addressed and resolved before proceeding with the 100% design.

QA/QC and Cost Estimates

Garver will perform a formal in-house QA/QC process led by our Quality Program Manager at each deliverable. This process includes:

- A constructibility and operations review to identify any potential conflicts
- A cost estimate to indicate concurrence with the project budget, as well as a schedule for bidding
- A project workshop to review the City's comments prior to submission to regulatory agencies

At each deliverable, our work plan includes O&M feasibility review, design workshops, and internal value engineering.

BID ASSISTANCE

Garver will issue bid plans and specifications during project bidding. The Garver team will attend the pre-bid conference, issue addenda, evaluate bids, and recommend an award of contract. Garver will deliver creative and coordinated services for efficient project delivery. Our support increases coordination and efficiency, allowing Garver to cost-effectively deliver small and large projects.

CONSTRUCTION PHASE SERVICES

Administration and Observation

The most successful and seamless management of a construction project is accomplished when the design team continues to serve from design through construction and start-up. Garver provides professional oversight from start to finish to accomplish these three primary goals:

- Controlling time of construction
- Controlling project cost
- Maintaining construction quality of your finished product

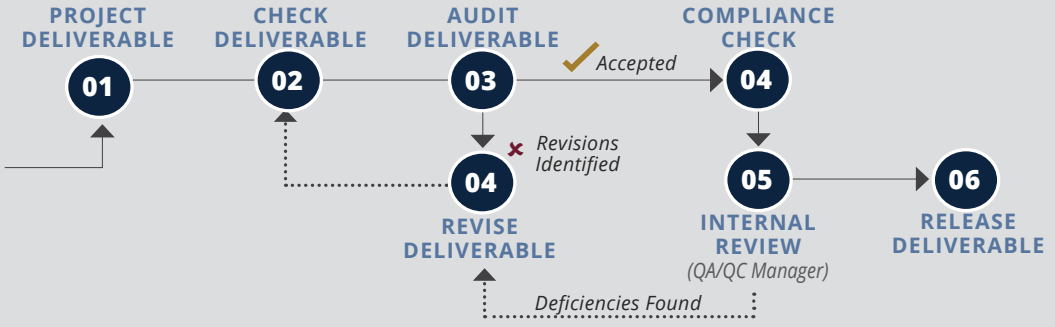
Our staff will be there to the end, participating in pre-construction and construction progress meetings on-site, handling requests for information (RFIs), reviewing pay requests, change order management, submittal reviews, and conducting site visits to maintain timely resolution of outstanding issues.

Operator Training and Startup

Garver offers access to a group of personnel well versed in the daily operations of water processes. Our operations staff will be closely involved in all project startup activities. Where necessary, we can conduct classroom style training sessions designed to encourage participation. We will lead your personnel through a number of field training exercises, allowing your operators the ability to demonstrate a fundamental working knowledge of their newly designed processes.

QA/QC Program

We are committed to focusing our best resources toward managing your projects, while instituting a QA/QC process that furthers the quality of design our team provides. **Our project management approach revolves around being proactive toward quality control.**



Tab E.

References



TAB E. **REFERENCES**

Relationships built on trust and diligent service.

We know that our work speaks to our capabilities and service, and at Garver, we base our reputation on what our clients and peers say about us, not what we say about ourselves. Our reputation and positive feedback from clients testify to our service and we encourage you to contact our references listed below to verify our quality of work. **In addition to the references below, we welcome you to contact any of the project references provided on pages 6-13.**

REFERENCE 1

PROJECT: Bay City Water System Evaluation ▸ *Bay City, TX*

Owner:
City of Bay City, Texas

Contact:
Barry Calhoun,
Director of Public Works

Phone: 979-323-1659

Email:
bcalhoun@cityofbaycity.org

Project description provided on page 6.

REFERENCE 2

PROJECT: New 6 MG Ground Storage Tank ▸ *Celina, TX*

Owner:
City of Celina, Texas

Contact:
Kimberly Brawner ▸
Executive Director of Public Services
Phone: 972-382-2682

Email:
kbrawner@celina-tx.gov

Project description provided on page 9.

REFERENCE 3

PROJECT: Mont Belvieu ▸ *Mont Belvieu, TX*

Owner:
City of Mont Belvieu, Texas

Contact:
Ricardo Villagrand ▸
Community Development Director

Phone: 281-576-2213

Email:
Rvillagrand@montbelvieu.net

Project description provided on page 8.

"Garver is a top-quality engineering firm who listens to their clients by building strong relationships. Their knowledgeable, technical staff displays a high attention to detail and has the capacity to draw on many experts, both engineers and scientists, from within the firm. Garver continually looks for different solutions to find the best one for the city and are committed to our program. We enjoy working with the team at Garver."

Chris Gdanski, PE
City of Enid, Director Engineering

Appendix A.

Resumes





ERIC DOLE, PE, PSAP

Pump Stations

22 *Years of Experience* **2** *Years with Garver*

Education

BS, Civil Engineering, Environmental Emphasis

Licenses and Certifications

Certified Pump Systems Assessment Professional, 0005, 2018;

Professional Engineer: AZ, 40354

Affiliations

American Water Works Association

Multi-State Salinity Coalition

Water Environment Federation

Water Research Foundation

Eric is a senior project manager at Garver where he serves as the Water and Energy Practice Leader on the Water Technology Team. Eric has a history of employing progressive designs to meet operational needs, while improving power efficiency and sustainability. Delivering sustainable infrastructure through optimized hydraulic systems and optimized treatment processes has become the focus of Eric's career. His Pump Systems Assessment Professional (PSAP) certification through the Hydraulics Institute allows him to set the standard for pump systems assessments and optimization techniques, leading to energy efficient and reliable systems.

PROJECT EXPERIENCE

DWU Major Rehabilitation of Raw Water Facilities, *Dallas, TX*

Lead engineer responsible for deploying wire to water efficiency tests on the six, 1,000 HP split case raw water pumps, developing a field system curve and establishing several EEMs used to back out a ROI on the upgrades. Testing results revealed wire to water efficiencies between 70% and 78% and improving the efficiencies to 85% would save a collective 209 kW and approximately 1,852,000 kWh annually. High flow cavitation and debris was determined as the cause of the inefficiencies. The addition of a parallel 96-inch pipeline in 2000 significantly flattened the system curve. Several low cost to no cost EEMs were developed that ranged from pipeline configuration operations, addition of air release valves, pump impeller and motor upgrades.

Laredo El Pico Pump Station Improvements, *Laredo, TX*

Lead engineer responsible for the design for wire to water testing, modeling, alternatives evaluation, electrical system evaluation, and capital planning for improvements for the raw water facilities and high service pump station at the El Pico WTP. The new WTP was designed with three vertical turbine raw water pumps capable of producing 60MGD. The intake structure is designed for the ultimate plant capacity of 120 MGD but the plant is currently rated to produce 20 MGD and was placed in operation in 2015. Since that time, all three pumps have failed and a significant amount of sediment and silt has been removed from the pump station wet well. In addition, the raw water intake meter has malfunctioned since start-up of the plant.



ASHLEY PIFER, PHD, PE

Distribution Water Quality

12 *Years of Experience* **9** *Years with Garver*

Education

PhD, Civil Engineering

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 120866

Affiliations

American Chemical Society

American Water Works Association

Water Environment Federation

Dr. Pifer's 12-year career includes research for the characterization of disinfection byproduct precursors, evaluation of precursor removal processes, and extensive hydraulic modeling for distribution system water quality. She regularly assists drinking water utilities with treatment plant and distribution system monitoring plans to improve system-wide water quality and maintain regulatory compliance. Her water quality evaluations and monitoring projects have helped prepare compliance plans for municipalities. In addition to her monitoring and compliance efforts, Dr. Pifer also evaluates water quality and chemical feed for disinfectant boosting.

PROJECT EXPERIENCE

Athens Water Treatment Optimization, *Athens, TX*

Technical specialist responsible for developing a sampling plan to help the City comply with the Long Term 2 Enhanced Surface Water Treatment Rule.

Kingsland Water Supply Corporation Trigger Source Monitoring Plan, *Kingsland, TX*

Technical specialist responsible for developing a triggered source monitoring plan to assist Kingsland Water Supply Corporation in responding to water quality problems.

Sherman Water Distribution System Nitrification Action Plan, *Sherman, TX*

Technical specialist responsible for reviewing the City of Sherman's existing Revised Total Coliform Rule (RTCR) Sample Siting Plan, developing a Nitrification Action Plan, and assisting with updates to the City's distribution system model for use in their water quality management plans.

Celina Booster Pump Stations, *Celina, TX*

Technical advisor to the project team for the evaluation of booster chloramination at the Celina Booster Pump Stations. Dr. Pifer guided the team's chemical dosing calculations and selection and location of water quality analyzers to assist in chemical dosing and control of nitrification in the Celina drinking water distribution system.

Canyon Lake Water Service Company Canyon Lake Shores Distribution System Drinking Water Quality Study, *Canyon Lake, TX*

Technical specialist responsible for evaluating disinfection byproduct formation and control in the Canyon Lake Shores drinking water distribution system. Dr. Pifer leveraged historical water quality sampling data and the system's updated hydraulic model to identify operational and capital improvements to minimize water age and improve water quality.



SAM GREIVELL, EIT

Modeling Lead

5 *Years of Experience* **2** *Years with Garver*

Education

BS, Civil and Environmental Eng

Licenses and Certifications

Engineer In Training TX, 56137

Affiliations

American Water Works Association

Water Environment Federation

Samantha has five years of experience developing and analyzing water and wastewater models to evaluate utilities' infrastructure. Her models have evaluated water quality for growing communities and developed scenarios of proposed infrastructure to efficiently leverage existing infrastructure and improve system hydraulics. Additionally, she has been involved in developing capital improvement projects as a part of water master planning. Samantha has also provided water models to support alternative capacity requirement requests from regulatory authorities.

PROJECT EXPERIENCE

Bay City Water System Evaluation, *Bay City, TX*

Hydraulic modeler responsible for assessment of the City's hydraulic model. Responsibilities included calibrating the model and developing proposed scenarios for new water supply to accommodate anticipated growth and provide resilience to the distribution system.

City of Pearland Water Master Plan, *Pearland, TX*

Hydraulic modeler for 5- and 10-year capital improvement plans for the City of Pearland Water Master Plan of water integration from a new 10 MGD surface water plant. Responsible for creating an extended period simulation water model from GIS and infrastructure data. Analyzed land use and historical supply and demand data to generate demand projections and to spatially allocate demands. Additionally, Sam processed and analyzed SCADA data and calibrated model to SCADA data. *Individual experience.*

Mont Belvieu Water Model Update and System Assessment, *Mont Belvieu, TX*

Hydraulic modeler responsible for developing a calibrated distribution system hydraulic model that includes existing conditions, future scenarios, and regulatory checks, allowing the City to maintain an in-house mode for future assessments.

San Jacinto River Authority Hydraulic Modeling, *The Woodlands, TX*

Project engineer responsible for review of water model demand scenarios and determining treatment plant flows. The project includes evaluation of the available capacity of the distribution system and collection system to accommodate anticipated development and updating the water demand scenarios in the water model based on historical data.



CHRIS GATLING, PE

Civil

11 *Years of Experience* **5** *Years with Garver*

Education

ME, Geotechnics

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 130412

Affiliations

American Water Works Association

Water Environment Federation

Chris Gatling is a project manager on Garver's Water Team with 11 years of experience. Chris leads the Water Design Center Civil Group, providing site civil design for Garver's treatment plant projects. In addition, Chris works with the Arkansas Water Team on design of wastewater conveyance projects. His background includes project experience in numerous aspects of civil engineering design, including commercial and residential development, street and drainage design with project management experience in each, as well as experience in planning and executing geotechnical investigations and reports. He has experience working with AutoCAD Civil 3D, Autodesk Storm and Sanitary Analysis, Hydraflow, Water GEMS, HEC-RAS and RetainPro, among others.

PROJECT EXPERIENCE

Athens Emergency Interim High Pressure Plane Booster Pump Station, *Athens, TX*

Project manager and lead site civil engineer for interim high pressure plan booster pump station to boost pressure to area of inadequate pressure. Responsible for pump station design, yard piping design, site layout and access, and coordinating with the Owner during construction.

Kilgore Raw Water Pump Station, *Kilgore, TX*

Lead site civil engineer responsible for civil and site design for the extension of an existing intake structure on the Sabine River to facilitate better raw water quality. Responsibilities included piping, drainage, grading, and access improvements to relocate the intake. Project included additional updates to the raw water pump station.

Transmission Line and Booster Pump Station, *Tontitown, AR*

Project manager for improvements to approximately 10 miles of 18 or 24-inch water transmission line along Highway 412. The project includes a booster pump station and connects to a recently designed elevated storage tank for the City of Tontitown. This will provide daily use water and remove the City from adjacent municipality's system, which will be maintained for emergency purposes. The layout was driven by the City's desire to avoid environmentally sensitive areas. Coordination with multiple state and federal agencies was required. Avoidance of environmentally sensitive areas helped drive layout. The new tank by others will be placed in service at the same time as the improvements herein and construction is expected to be completed in the fall of 2019.

STEVE PAN, PHD, PE

Process Mechanical

20 *Years of Experience* **<1** *Years with Garver*

Education

PhD, Civil Engineering

MS, Civil Engineering

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 98645

Affiliations

American Water Works Association

Dr. Steve Pan is a senior process engineer in Garver's Texas Water Design Center (WDC). His 20 years of experience includes the development of expertise in many areas, such as water quality, high service pumping, force main hydraulics, water storage, water supply, and treatment. This wide range of expertise makes Dr. Pan a valuable asset to any project, as he is able to provide solutions to an equally wide range of problems.

PROJECT EXPERIENCE

Water Plant Nos. 1 and 2 Phosphate Systems - Spring West MUD, *Harris County, TX*

Project engineer for the design of phosphate addition to water plant No. 1. The construction of spring west MUD water well No. 3 was recently completed and the water quality is showing slightly corrosive. In order to prevent the corrosion of downstream plumbing, a blended phosphate was proposed to inject into the water well discharge header pipe before entering the GST. Steve's responsibilities included analyzing the water quality,calculating the corrosion index, determining the type of phosphate and dosage required to prevent the corrosion, and preparing construction plans and technical specifications for public bid and acquiring permits from regulatory agencies. *Individual experience.*

Riverstone Water Supply Plant GST No. 2 - Fort Bend County, *Fort Bend County, TX*

Project Engineer responsible for the design of a groundwater storage tank (GST). Design consisted of one welded steel storage tank (60-ft diameter, 24-ft high), mechanic and yard piping, site grading and drainage, and technical specifications and plan preparation for public bid. *Individual experience.*

Waters Edge Water Supply Plant, *Harris County, Texas:*

Project Engineer responsible for the design of a water supply plant. The design consisted of one welded steel storage tank (55.5-ft diameter, 16-ft high), one hydropneumatic tank (15,000 gallons), and one high service pump station including building and appurtenances, chlorination, ammoniation, standby engine, mechanic and yard piping, site drainage, and technical specification and plans preparation for public bid. *Individual experience.*

Cinco Municipal Utility District No. 1 Water Plants Chlorine Gas Containment System - Terrabrook Cinco Ranch Southwest, *Fort Bend County, TX*

Project Engineer responsible for the design of a four one-ton chlorine gas containers for a complete functional chlorine gas containment system. Mr. Pan also prepared Technical Specifications and Plans for public bid. *Individual experience.*



HARRY ELLIOTT, PE

Structural

17 *Years of Experience* **2** *Years with Garver*

Education

BS, Civil Engineering, Structural

MBA, Leadership

Licenses and Certifications

Professional Engineer: TX, 135729

Harry's 17 years of experience have centered around structural design of water/wastewater treatment plants, providing support for expansion and retrofit improvements. His detailed structural knowledge of treatment facilities has helped deliver large and small advanced treatment systems for growing communities. He has worked in-depth with utilities to develop structural improvements that can provide long-term, sustainable services and continue to meet regulations. Additionally, Harry serves as structural team leader and assistant manager for our new Water Design Center in College Station. He can allocate structural resources to support any of your needs.

PROJECT EXPERIENCE

Gulf Coast Authority Odessa WWTF Process Air Piping Modifications, *Houston, TX*

Structural lead for the relocation of process air piping and rehabilitation of structural concrete walls at the aeration basins as a result of the structural assessment. Developed details to remove and replace damaged concrete and relocate piping to avoid future damage.

Gulf Coast Authority Pipe Gallery Structural Repair, *Houston, TX*

Structural lead to address visible signs of structural damage, including concrete spalling, reinforcement corrosion and visible leakage. Led structural assessments of five aeration basins, adjacent pipe gallery, and adjacent roof and walkway. Developed recommendations for structural repair, and recommendations to control water seepage.

Addison Chloramine Booster Station, *Addison, TX*

Structural lead for the addition of booster chloramination capabilities at two strategic locations within the Town of Addison's distribution system. As a part of this project, Garver conducted a study to identify the most optimal locations for the stations, coordinated with TCEQ to ensure regulatory compliance, coordinated with skid-mounted chemical feed system suppliers, and provided guidance for the installation of the systems. Designed foundations at both sites as well as a CMU structure. Also oversaw the compilation of details, notes, and specifications.



BRIAN CHONG, PE

Electrical/SCADA

17 *Years of Experience* **2** *Years with Garver*

Education

BS, Electrical Engineering

Licenses and Certifications

Professional Engineer: TX, 108528

Affiliations

Institute of Electrical and Electronics Engineers

Brian's 17-year career has focused on the communication of technology for water and wastewater treatment systems. This focus has included the design of whole electrical systems, for aspects such as entire chemical systems, HVAC, and SCADA. To design a plants electrical system, Brian make sure every component is connected and identifies the programming necessary to running the system smoothly. With experience ranging from pump stations to 300 MGD plants, Brian understands that the challenges of each project are unique to the system's size, needs, and long-term goals. He also understands that the electrical system functions as a plant's nervous system, and without its reliability, plant processes have the potential to miscommunicate, resulting in inefficiencies and costly issues. Because of that understanding, Brian works closely with client staff and design engineers to develop tailored solutions specific to each facility that are both cost effective and have long-term reliability.

PROJECT EXPERIENCE

Bay City Katy WTP SCADA Programming, *Bay City, TX*

Project engineer responsible for needed improvements to address safety, communication, equipment protection, and backup power at the Katy Water Plant. Preliminary and final design electrical improvements to the site include replacement of panels and controls with a new sun shield canopy, installation of a natural gas generator, addition of surge protection, and updates to ancillary components. The site layout was evaluated for utility connections and available control options, along with the existing site grounding to determine the addition and location of new ground wells for improved electrical grounding protection. Garver also assisted City staff with the selection and implementation of SCADA controls in preparation for future integration with a entralized, city-wide system.

Laredo El Pico WTP Raw Water Intake Evaluation, *Laredo, TX*

Electrical engineer for the comprehensive and detailed hydraulic evaluation of the raw water delivery system at the El Pico WTP. Providing electrical evaluation and capital planning for improvements for the raw water facilities and high-service pump station at the plant.

DWU Major Rehabilitation of Raw Water Facilities, *Dallas, TX*

Electrical lead for specialized investigation, evaluation, detailed engineering designs, bidding assistance, and construction support services to continue the initial raw water rehabilitation project. SA1 includes assessments and design of Forney Dam, Lake Hubbard Intake, and Forney Pump Station.



STEVEN NGUYEN

Instrumentation / Controls

22 *Years of Experience* **2** *Years with Garver*

Education

BS, Computer Engineering

Affiliations

International Society of Automation (ISA)

The Institute of Electrical and Electronics Engineers (IEEE)

Because of his 22 years developing instrumentation and controls (I&C), Steven holds project standards to a higher level. This means he considers system safety and reliability when developing cybersecurity and SCADA systems. He makes the best use of automation to make the daily lives of operators easier and safer, while also increasing plant efficiency. To do so, Steven designs I&C, SCADA, and cybersecurity practices that communicate seamlessly between infrastructures across the system. He works with the client and design team through all project phases to see that control systems are easily implemented and work with all equipment effectively.

PROJECT EXPERIENCE

Water System SCADA Improvements, *Amarillo, TX*

Technical lead for an assessment of the existing SCADA system installation at the Osage Water Treatment Plant and the 24th Street Pump Station, design services associated with the replacement of the existing programmable logic controller (PLC), and Application Engineering services to incorporate modifications and revisions to the existing programming. The purpose of this project is to review the existing installation and implement the SCADA revisions as needed to allow the water operators and managers to monitor and control the water treatment plant and pump station.

Kaw Lake Water Supply Program, *Enid, OK*

Instrumentation and automation system technical lead responsible for performing the final review of the network design, process control descriptions, and piping and instrumentation diagram throughout the plant.

Bay City Katy WTP SCADA Programming, *Bay City, TX*

Instrumentation and controls project engineer responsible for HMI and PLC programming for the project, which included selection and implementation of SCADA controls in preparation for future integration with a centralized, city-wide system.

SCADA Upgrades, *Colleyville, TX*

Technical lead responsible for the upgrade to instrumentation and radio telemetry of the City's remote network for their water distribution locations. Responsibilities included creating budget estimates, implementing the latest automation technology, and ensuring changes met engineering and cybersecurity standards.



KIRBY YOUNG

Funding Assistance

5 *Years of Experience* **2** *Years with Garver*

Education

MS, Water Management & Hydrological Science

BS, Geosciences

Licenses and Certifications

Geoscientist-in-Training: TX, GIT-195

Kirby's experience involves working closely on funding pursuits with federal and state entities like the United States Environmental Protection Agency (EPA), the Texas Water Development Board (TWDB), the Texas Commission on Environmental Quality (TCEQ), and the Texas State Soil and Water Conservation Board (TSSWCB). Kirby has managed both loan and grant funding opportunities for various types of water projects including water quality, water quantity, water treatment, and infrastructure improvements, among others. She has developed tools to expedite and streamline application processes for clients that also help to efficiently manage all required information and paperwork. She maintains consistent communication with the client, external consultants, and the applicable federal or state entity to ensure the funding process is as timely as possible. With a background in hydrology and water resources, Kirby combines this knowledge with her funding experience to assist clients with identifying, pursuing, and obtaining financial assistance that can help turn identified projects into reality.

PROJECT EXPERIENCE

Bay City Water System Evaluation, *Bay City, TX*

Funding specialist responsible for assisting with leading efforts to apply and eventually be approved for funding through the TWDB's Drinking Water State Revolving Fund (DWSRF). Responsibilities included the completing and submitting the Project Information Form and Application for approximately $21.3 million in funding to rehabilitate and the City's existing water production, treatment, and distribution systems. Also responsible for coordination efforts to efficiently and effectively obtain all required information for the funding application. Responsibilities also included creating a SharePoint site directly reflecting the setup of the TWDB's Online Application website to enable team members from different organizations to simultaneously work on the application and access supplemental documentation, which subsequently increased efficiency by minimizing delays that can be caused by back-and-forth over email.

Pflugerville WTP Owner's Representative Services for WTP & Pumping, *Pflugerville, TX*

Funding specialist responsible for coordinating the evaluation of funding alternatives and application processes for expanding the existing water treatment plant with the City and the selected minority business enterprise funding consultant for approximately $82.4 million. Evaluation of funding opportunities included both federal and state funding sources and resulted in the decision to pursue funding through both the USEPA's Water Infrastructure Finance and Innovation Act (WIFIA) Program and the TWDB's Drinking Water State Revolving Fund.



JOHN BREWER

BIM lead

31 *Years of Experience* **2** *Years with Garver*

Education

Associate of Applied Science, Arch. Drafting and Design

John serves as a Building Information Modeling Design (BIM/D) Team Lead with 31 years of experience in design and drafting. Beyond dealing with digital files and coordination of drawings, John defines, manages, and produces the models and projects for production. He has also provided new and customized standards for Revit and CAD software for client specific use. John has a mechanical, electrical, and plumbing (MEP) background and has previous experience with large pumps and water systems. In addition to his MEP experience, John has trained and managed entire CAD teams for multi discipline projects.

PROJECT EXPERIENCE

Kaw Lake Water Supply Program, *Enid, OK*

BIM/D lead responsible for designing a 10.5 MGD greenfield water treatment plant. Responsibilities included considerations for future expansion and connections to existing distribution system and existing groundwater treatment plant. Also responsible for modeling 3D design intent from the engineer's for process mechanical and structural disciplines. Additionally, responsible for marking up redlines.

New 6 MG GST, *Celina, TX*

BIM/D lead for design and construction services for a new 6 MG pre-stressed concrete ground storage tank and associated appurtenances. The scope includes tank mixing, chemical feed, surveying, geotechnical investigation, design, associated piping, security fencing, and SCADA improvements.

North WTP 8 MG GST, *Lubbock, TX*

BIM/D lead for evaluating optimum tank hydraulics and tank geometry for optimum life-cycle costs. In addition, system redundancy will be considered in the design of two 4 MG GSTs to replace the existing single GST. This will allow operation flexibility for tank cleaning and maintenance. Garver will also plan for future space requirements for future rehabilitation/replacement of Pump Station 11.

Laredo Sierra Vista Booster Pump Station Improvements, *Laredo, TX*

BIM/D lead responsible for design, bid, and construction phase services for improvements at the existing Sierra Vista Booster Pump Station (BPS) facility to achieve full build-out pumping capacity and redundancy.



BEATRIZ DONGELL PE

Lead Distribution Design Engineer

16 *Years of Experience* **3** *Years with Garver*

Education

MS, Environmental Engineering, Water Resources

BS, Environmental Engineering

Licenses and Certifications

Professional Engineer: TX, 107252

Affiliations

American Water Works Association

Beatriz has spent more than 16 years designing and managing the construction of pump station and conveyance projects in Texas. She has worked on pipeline of various sizes up to 60-inch diameter and pump stations delivering up to 250 MGD. Through clear team coordination, Beatriz prevents any conflicts between design leads and disciplines, allowing for a smooth design process. With water being such a valuable resource, she enjoys developing solutions to the complex challenges municipalities face today and the challenges associated with moving water for the benefit of the public in a sustainable manner.

PROJECT EXPERIENCE

Benbrook Water Authority 2019 Waterline Renewal, *Benbrook, TX*

QA/QC reviewer for the replacement of residential water mains within the City. Performed preliminary design study to determine if trenchless installation methods were a feasible alternative, such as pipe bursting. Coordinated with the BWA to develop and implement a high quality and economical final project.

Celina New 6 MG Ground Storage Tank, *Celina, TX*

Project manager responsible designing a 6 MG ground storage tank (GST) for the City of Celina. As part of the ongoing water modeling project, a new 6 MG GST will be constructed at the City of Celina Road pump station site. The scope includes tank mixing, chemical feed, surveying, geotechnical investigation, design, associated piping, security fencing, and SCADA improvements.

Celina Transmission Mains, *Celina, TX*

Lead project engineer for the preliminary design, final design, and construction administration for over 27,000 linear feet of 24- to 36-inch PVC water transmission main for the City of Celina. The project was divided into three projects: Project A, Project B and Project C. Served as the lead engineer for Project B and C The project includes about 400 linear feet of trenchless construction including a railroad crossing. Assisted with providing a wetlands delineation of several creek crossings and will be recommending permanent and temporary easement locations.

Enid Alternate Water Supply Project - Wheat Capital Pipeline Segment Final Design, *Enid, OK*

Design phase manager responsible for designing 10 miles of 30-inch pipeline for the City of Enid. The project is located on the Wheat Capital and traverses two railroads, one highway, and several city roads.



ERNIE FLORES, CFM

CAD Lead

14 *Years of Experience* **4** *Years with Garver*

Licenses and Certifications

Certified Floodplain Manager: TX, 2564-14N

As Garver's Water Infrastructure Design Center Leader, Ernesto works with and oversees technical staff across our footprint to develop detailed, customized infrastructure designs. From sewer and water lines to pump stations and tanks, Ernesto oversees the operation, coordination, and CAD production of each infrastructure project. Because he reviews each project, ***Ernesto has managed the oversight of more than 650,000 linear feet of pipeline, which includes a 66-inch water pipeline project – the largest in Garver's history.*** *He manages workload and coordinates with other regional teams to provide the resources and support necessary for each project. As such, he maintains consistent quality of deliverables and drawings across Garver Water.*

PROJECT EXPERIENCE

Dallas Water Utilities Major Rehabilitation of Raw Water Facilities, *Dallas, TX*

Civil designer for the prioritization of improvements related to renewal and maintenance of raw water supply infrastructure including three raw water intakes and pump stations, raw water supply pipelines, a balancing reservoir and an outfall. Conceptual designs will be developed for each of the high risk assets along with an OPCC and life cycle cost analysis.

Kilgore Raw Water Pump Station, *Kilgore, TX*

Civil designer for the rehabilitation of a raw water pump station including development of a hydraulic model to confirm pump sizing, capacity, and interaction with other raw water facilities. Responsibilities generally include reviewing plans, specifically the design of mixer pump and piping and developing the submittal plan sets, including the surface intake sheets.

Benbrook Water Authority 2019 Waterline Renewal, *Benbrook, TX*

Design manager for the replacement of residential water mains within the City. Performed preliminary design study to determine if trenchless installation methods were a feasible alternative, such as pipe bursting. Coordinated with the BWA to develop and implement a high quality and economical final project.

Booster Pump Station Improvements, *Celina, TX*

Civil designer for this project which includes the replacement and installation of new pumping and chemical feed improvements at two pump station locations for the City.



ZAID CHOWDHURY, PHD, PE, BCEE

Water Treatment Lead

33 *Years of Experience* **6** *Years with Garver*

Education

PhD, Civil Engineering

MS, Civil Engineering

BS, Civil Engineering

Licenses and Certifications

Board Certified Environmental Engineer, 05-20050

Professional Engineer: AZ, 25963

Affiliations

American Water Works Association

Arizona Water Association

Arizona WateReuse

Nanotechnology Enabled Water Treatment Center

National Alliance for Water Innovation - DOE's Desalination Center

Water Research Foundation

Dr. Chowdhury has 33 years of experience developing advanced methods and innovative solutions for water treatment. Through his extensive work with the EPA, he has developed disinfection by-products and arsenic rules that influence the design of today's treatment systems. Dr. Chowdhury understands the complexities of advanced treatment systems and how to gain the most efficient performance out of cost-effective solutions. He is highly regarded as an industry expert for water quality process design and research with a strong reputation for innovative thinking and problem-solving skills. Dr. Chowdhury has long standing experience in water infrastructure, water regulations, staff management and development, and strategic and master planning.

PROJECT EXPERIENCE

GCWA Water Treatment Plant Permanent Pilot Plant, *Texas City, TX*

Process engineer responsible for designing a pilot treatment facility to simulate treatment at the full-scale treatment plant as well as to identify process improvements and provide operator training.

Owner's Representative for WTP Expansion, *Pflugerville, TX*

Technical adviser for the plant expansion from 17.3 to 30 MGD. The first phase of the program is the completion of a treatment technology assessment to determine the best path forward for expanding the WTP. The chosen alternative involved retrofitting the existing process with higher flux membranes and additional process improvements.

Kaw Lake Water Supply Program, *Enid, OK*

Technical advisor/water chemist for this multi-phased program to plan, design, and construct a new raw water intake structure in the Kaw Reservoir, approximately 70 miles of raw water conveyance, a terminal storage reservoir in Enid, a 21 MGD advanced water treatment plant (WTP), and an optimized delivery system for proper blending with local groundwater in the distribution system. This project is multi-faceted and requires multi-agency review and approval. Responsible for serving as a technical advisor to the project team for the selection of the optimal treatment process to provide proper integration of the new surface water supply with the existing groundwater supply from the City.



MICHAEL WATTS, PHD, PE

Disinfection / Reuse

18 *Years of Experience* **8** *Years with Garver*

Education

PhD, Environmental Engineering

MS, Civil Engineering, Environmental Engineering

BS, Engineering, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 118398

Affiliations

American Water Works Association

International Ozone Association

International Ultraviolet Association

Water Environment Federation

WateReuse Association

Dr. Mike Watts has spent 18 years invested in the research behind the engineering design of UV disinfection and advanced oxidation technology. He continues to explore inherently safer, alternative disinfection technologies for communities and operators while maintaining capital budgets. As new permit limits for indicator organisms evolve, Dr. Watts works collaboratively to help clients make informed decisions on how to best meet those limits. He evaluates alternatives that can keep clients ahead of indicator limits for the future. Dr. Watts examines the positive and negative consequences for each alternative and can help clients identify the advantages and benefits of their options. From research conducted, he can also develop new sampling plans to meet regulatory compliance and water quality permitting. He understands that better disinfection processes provide greater benefits for communities.

PROJECT EXPERIENCE

GCWA WTP Disinfection Upgrades, *Texas City, TX*

Disinfection technologist responsible for the technology evaluation, design, and engineering analysis for comprehensive disinfection improvements to the Thomas S. Mackey WTP. Alternatives compared the existing chlorine gas storage and feed facilities. The selected alternative will optimize safety and finished water quality for the GCWA.

Canyon Lake Water Supply Company Water Quality Study, *Austin, TX*

Disinfection technologist for a comprehensive review of the Lake Dunlap WTP. The goal of this effort was to review all potential operational changes and strategies that could reduce the regulated disinfection by-product (DBP) formation potential (for trihalomethanes (THM), haloacetic acids (HAA5), chlorite, and bromate) through the WTP. Led the development of a jar testing plan, a disinfection evaluation, and an ozone model. This testing led to our team providing a final recommendation of ozone disinfection.

Athens Water Treatment Optimization, *Athens, TX*

Environmental engineer for the evaluation of the WTP's current disinfection process. Garver analyzed two alternatives for improvement to the existing disinfectant process: 1) relocation of the existing pre-chlorination injection point to post-filtration and 2) baffling improvements within the existing clearwells. Helped prepare a technical memorandum summarizing the results.

Kaw Lake Water Supply Program - WTP, *Enid, OK*

Design phase manager responsible for designing the Ozone Advanced Oxidation Facility at the green-field Enid WTP.



JAMES SCHMERBER, PMP

Construction Management Lead

22 *Years of Experience* **2** *Years with Garver*

Education

BS, Construction Management

Licenses and Certifications

Project Management Professional, 2273970

OSHA 30-hour Construction Safety and Health

James Schmerber is a project manager with extensive experience in construction management on a variety of water, wastewater, industrial, and petrochemical projects. His experience includes initial project development, pre-construction and project management, business development, and long-term strategic planning. His responsibilities include reviewing contractor payment requests, coordinating submittals and RFI's, reviewing contractor progress schedules and contract adherence, and maintaining working drawings. Additionally, he is responsible for managing on-site inspection staff and serving as the Owner's representative.

PROJECT EXPERIENCE

Gulf Coast Water Authority (GCWA) Industrial Reservoir Project, *Texas City, TX*

Construction manager for the demolition and replacement of 6 individual flow control structures for the GCWA Industrial Reservoir. The reservoir is approximately 16,000 acre-feet, continuous operation imperative for water supply. Existing structures built in 1947. Significant challenges including tidally influenced groundwater, working below sea level, ensuring safety of levee and Texas City Dyke portion of the reservoir & ensuring Owner & downstream customers experience zero loss in water supply for duration of the project. Sheet pile, groundwater control, phased construction approach and significant earthworks required for the duration of the project. Logistics on site were a huge factor.

Project was approximately 40% complete when Hurricane Harvey hit the SE Texas area, with assistance from GCWA, no levee breaches occurred.

Significant additional work was required when working with Ashland Chemical (customer of GCWA) to ensure that the facility was never without water interruption during the replacement of the flow control structure to this facility. Included multiple bypass systems and very close coordination with the facility management during the entire shut down process. *Individual experience.*

Peoria Well Additions, *Peoria, AZ*

Project manager responsible for the installation of a new potable water well facility. The distribution line was located in an existing road right of way. Significant traffic control, coordination with the local City to make sure emergency, vehicle access to neighboring residential areas, nighttime piping tie in, and restoration of the road surface after pipe installation were components of the project scope of work. *Individual experience.*



MARCEL KHOUW, PE, DBIA

Civil

22 *Years of Experience* **13** *Years with IDS*

Education

BS, Geological Engineering

Licenses and Certifications

Professional Engineer: TX, 101807

Affiliations

American Public Works Association

Society of American Military Engineers

Marcel has 22 years of experience focused on the planning, construction, and maintenance of public works utilities in the Houston region. He has designed and managed a variety of projects including new and rehabilitation of water storage tanks (ground storage tanks, elevated storage tanks, and hydro-pneumatic tanks); water distribution and water transmission lines ranging up to 54-inches in diameter; street reconstruction and storm water drainage systems. Marcel serves as a project manager in the public works department and focuses on providing cost-effective engineering solutions and responsive service to his clients. Marcel also serves as the engineer for the Central Harris County Regional Water Authority and the North Channel Water Authority, where he has managed the implementation of the Groundwater Reduction Plan and the conversion to surface water.

PROJECT EXPERIENCE

City of Houston Water Storage Tank Inspection, Rehabilitation, and Replacement Program,
Houston, TX

Project manager for an ongoing program to upgrade the City of Houston's elevated and ground water storage tank facilities. The City created this program to systematically upgrade the standards of approximately 150 water storage tanks. Our role involves the detailed inspection, design of improvements, and construction management for more than 240 tanks including new/replacement tanks and tanks on their second round of rehabilitation. This multi-contract project has included the rehabilitation and design of new tanks ranging from 0.25 MG to 8.0 MG. In conjunction with lead detection on 50 of the tanks, IDS developed detailed specification requirements for environmental protection of adjacent site worker safety and debris disposal. IDS is also providing onsite construction observation and coatings inspection services during the rehabilitation process.

Rehabilitation of Water Storage Tanks at Various Locations (Red Bluff GST No. 1 and 2; Guthrie EST No. 1; Thomas EST No. 1),
Pasadena, TX

Project manager for the preliminary engineering report for two, 2.5 MG ground storage tanks at the Red Bluff Water Plant and construction plans and technical specifications for the rehabilitation of the two ground storage tanks, a 0.75 MG elevated storage tank at the Guthries Water Plant, and an existing 0.5 MG elevated storage tank at the Thomas Water Plant. The goal of this project is to improve the services life of the water storage tanks.



RICH FULLER, PE, ENV SP

Tank Rehabilitation

22 *Years of Experience* **16** *Years with IDS*

Education

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 90951

Envision Sustainability Professional No. 30250

Affiliations

American Public Works Association

Veteran of Foreign War

Rich has more than 22 years of experience covering a wide range of civil engineering projects. He has overseen the design of public infrastructure and roadway projects throughout the Houston area. He is currently the design manager for the public works department and has expertise in the design of City and County roadways, state highways, small and large diameter waterlines, sewer systems, stormwater collection and detention systems, pump stations, water tank and lift station rehabilitation, ADA compliant sidewalks, and in the development of comprehensive traffic control and phasing plans. Rich is responsible for providing guidance on design development, project documents, and construction cost estimates and schedules. He provides oversight and support to other project managers and provides quality control over design productions.

PROJECT EXPERIENCE

City of Houston Water Storage Tank Inspection, Rehabilitation, and Replacement Program, *Houston, TX*

Design manager for an ongoing program to upgrade the City of Houston's elevated and ground storage tank facilities. The City created this program to systematically upgrade the standards of approximately 150 water storage tanks. Our role involves the detailed inspection, design of improvements, and construction management for more than 240 tanks including new/replacement tanks and tanks on their second round of rehabilitation. This multi-contract project has included the rehabilitation and design of new tanks ranging from 0.25 MG to 8.0 MG. In conjunction with lead detection on 50 of the tanks, IDS developed detailed specification requirements for environmental protection of adjacent site worker safety and debris disposal.

Woodchester Ground Storage Tank No. 1 & 2, Sugar Land, TX

Design manager for the rehabilitation of an existing 0.4 MG and an existing 0.75 MG welded steel ground storage tanks at the City of Sugar Land's Woodchester Water Plant. The goal of this project was to improve the service life of the tanks and to improve site drainage.

Industrial Elevated Storage Tank, *Sugar Land, TX*

Design manager for this 1.0-mg elevated storage tank rehabilitation project. A unique feature on this tank was communication antennas that needed to remain in service. This was accomplished by providing accommodations for tank shroud cabling through the pod structure and sufficient working room under the antenna platform.



TRAVIS SELLERS, PE, ENV SP

Construction Management

28 *Years of Experience* **18** *Years with IDS*

Education

BS, Civil Engineering

Licenses and Certifications

Professional Engineer: TX, 81134

Envision Sustainability Professional No. 30390

Affiliations

American Society of Civil Engineers

National Society of Professional Engineers

American Public Works Association

Society of American Military Engineers

Travis has 28 years of experience in engineering design and construction services for a wide variety of public works projects. His experience includes design of urban streets, drainage systems, water distribution systems, and wastewater collection systems. Travis has also provided construction management services for projects ranging from urban roadways and bridges, rehabilitation of groundwater storage tanks, construction of a new drinking water transmission pump station to rehabilitation of a regional wastewater treatment facility, and rehabilitation of a critical flood protection structure.

PROJECT EXPERIENCE

Rehabilitation of Water Storage Tanks at Various Locations , *Pasadena, TX*

Principal in charge for the preliminary engineering report for two, 2.5 MG GSTs at the Red Bluff Water Plant and construction plans and technical specifications for the rehabilitation of the two GSTs, a 0.75 MG elevated storage tank at the Guthries Water Plant, and an existing 0.5 MG elevated storage tank at the Thomas Water Plant. The goal of this project is to improve the services life of the storage tanks.

Woodchester Ground Storage Tank No. 1 & 2, *Sugar Land, TX*

Principal in charge for the preparation of construction plans and specifications for the rehabilitation of an existing 0.4-mg (GST No. 1) and an existing 0.75-mg (GST No. 2) welded steel ground storage tank at the City of Sugar Land's Woodchester WTP. The goal of this project is to improve the service life of the ground storage tank as well as improve site drainage.

City of Houston Water Storage Tank Inspection, Rehabilitation, and Replacement Program, *Houston, TX*

Construction project manager for the construction management services for an ongoing program to upgrade the City of Houston's elevated and ground water storage tank facilities. The City created this program to systematically upgrade the standards of approximately 150 water storage tanks. Our role involves the detailed inspection, design of improvements, and construction management for more than 240 tanks including new/replacement tanks and tanks on their second round of rehabilitation. This multi-contract project has included the rehabilitation and design of new tanks ranging from 0.25 MG to 8.0 MG. IDS is also providing onsite construction observation and coatings inspection services during the rehabilitation process.

Appendix B.

Addenda



City of Friendswood

Acknowledgement of Addendums

Date: January 25, 2020

To: Potential Consultants

From: Bria A. Whitmire, PE, CFM, Projects Coordinator

Re: RFQ 2021-01 Water System Improvements Addenda

This signed document shall be included in the final RFQ submittal. This is to serve as an official acknowledgment any addenda that were issued have been received and the contents understood.

Please list addenda by number and date.

Addenda No. 01 - January 25, 2021

Name: DNOlson
(signature)

Name: **Dan Olson, *Vice President***
(printed name)

Name: **Garver, LLC**
(company name)



GARVER

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Lane, Suite 200,
Houston, TX 77079
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www.GarverUSA.com

THE STATE OF TEXAS §
COUNTY OF HARRIS §

CONTRACT FOR PROFESSIONAL SERVICES - ENGINEER

THIS AGREEMENT, entered into as of this sixth day of September, 2021, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Friendswood and Garver, LLC located at 12141 Wickchester, Suite 200, Houston, TX 77079 (hereinafter called the "ENGINEER") acting herein by Wade P. Parks, PE, CFM, Project Manager hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ENGINEER to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as Water System Improvements: NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ENGINEER

The CITY hereby agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform the "Scope of Services" as provided in Attachment A. This contract shall be performed in Harris County, Texas.

This project will be federally funded by the U.S. Housing and Urban Development (HUD) Department through the Texas General Land Office (GLO) and administered by the Harris County Community Services Department (HCCSD). Bidders shall comply with regulations governing the CDBG Disaster Recovery Program (Regulation 24 CFR 570). Applicable requirements include but are not limited to compliance with the Davis-Bacon and Related Acts, Fair Labor Standards, Equal Employment Opportunity, Affirmative Action, Section 3 of the HUD Act of 1968, and contracting with small, minority, and disadvantage firms, as detailed in the project manual. Reference the attached *Subrecipient Federal Procurement & Contract Requirements for Non-Construction Projects* for related information.

II. SCOPE OF SERVICES

Engineering services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, surveying, plans, and specifications for Water System Improvements.

The ENGINEER shall prepare detailed cost estimates of authorized construction,

and shall use reasonable skill and care befitting the profession in preparing cost estimates that shall reflect current, local construction costs or current wage rate. Notwithstanding, ENGINEER has no control over: (i) the cost of labor, materials, equipment, or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, ENGINEER'S opinions of project costs or construction costs provided pursuant to this Contract, if any, are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from estimates prepared by ENGINEER.

The services rendered by ENGINEER for the Project to be designed for construction are divided into three (3) distinct and sequential phases as follows:

Preliminary Phase – Preliminary studies, layouts, and cost estimates

Design Phase – Preparation of plans, specifications and contract documents

Construction Phase – CITY'S representative during construction

The agreed upon Scope of Services is detailed in Attachment A – Garver proposal and shall include a proposed schedule for design of the project.

Where included in the Scope of Services, the ENGINEER shall review submittals, substitutions, pay requests and/or change order requests and make recommendations to the CITY. The ENGINEER has no authority to approve any changes to the Construction Documents, Design, Materials, Contract Amount, or Contract Time nor make any other decisions on behalf of the CITY, only the CITY has this authority, and the ENGINEER'S responsibilities are in an advisory capacity only.

Certain elements of the engineering work shall be performed as Basic Services to the extent provided in the Scope of Services; others shall be performed as Additional Services. Those elements of the engineering work which cannot be accurately pre-determined or controlled entirely by the ENGINEER shall be performed as Additional Services. The following provides for agreement between the parties, where applicable to Scope of Services:

A. <u>BASIC SERVICES</u>

1. PRELIMINARY PHASE

a. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project

Design, including review of activities of ENGINEER-subcontracted engineers.

b. Attend preliminary conference with the CITY and other interested parties regarding the project in order to further define the work.

c. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER, may be required, and arrange for such work to be done, for the CITY'S account.

d. Prepare a preliminary engineering report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the CITY, including preliminary layouts, and cost estimates, and setting forth clearly the ENGINEER'S recommendations.

2. DESIGN PHASE

a. Provide Project Management service to direct, supervise and coordinate the various items of work within the project, including review of the activities of ENGINEER-subcontracted engineers.

b. Establish the scope of any additional soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER may be required for design, and arrange for such work to be done, for the CITY'S account.

c. Furnish to the CITY, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning advances).

d. Perform field surveys to collect information which in the opinion of the ENGINEER is required for design, including photogrammetry, and related office computations and drafting.

e. Prepare detailed specifications, contract drawings, and bidding documents to be included in contract documents for construction authorized by the CITY, to include a complete electronic set drawings with signature blocks for approval by

the appropriate entities.

f. Prepare detailed cost estimates of authorized construction. The ENGINEER shall use reasonable skill and care befitting the profession in preparing cost estimates that will reflect current, local construction costs.

g. Furnish the CITY Contract Documents including notices to bidders and proposal forms up to one (1) hard copy set.

3. CONSTRUCTION PHASE

a. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project, including review of activities of ENGINEER - subcontracted engineers.

b. Notwithstanding anything in this Agreement, aside from ENGINEER'S direct subconsultants, ENGINEER shall not at any time directly supervise, direct, control, or have authority over any contractor's work, nor shall ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. ENGINEER shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when ENGINEER is performing construction phase services.

c. Assist the CITY in the advertisements of the project for bids.

d. Assist the CITY in the opening and tabulation of bids for construction of the Project, and consult with the CITY as the proper action to be taken, based on the engineering considerations involved.

e. Assist in the preparation of formal Contract Documents.

f. Provide routine horizontal and vertical controls for use by

Contractor to do his detailed construction staking.

g. Make periodic visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) at intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents. ENGINEER shall work closely with the Resident Project Representative (as required by CITY) to ensure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents.

h. Provide services of a Resident Project Representative and other field personnel as required for on-the-site determination of the quantities and quality of the work done by the Contractor, and to provide construction records, reports and information to the ENGINEER or Project Engineer.

i. Arrange for construction testing as required by the Project, for the CITY'S account.

j. Consult and advise with the CITY; issue all instructions to the Contractor requested by the CITY; and prepare and issue routine change orders with CITY'S approval. On matters requiring the CITY'S involvement, the ENGINEER shall provide the CITY'S designated representative with all facts germane to such matters along with a complete recommendation for the CITY to consider. Upon the decision of the CITY, the ENGINEER shall be notified of the CITY'S decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical.

k. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the CITY and covers only general conformance with the information given by the Contract Documents. The Contractor shall review and stamp his approval on submittals prior to submitting to ENGINEER, and review by the ENGINEER shall not relieve the Contractor of any responsibility for any means and methods

in providing Contractor's services including but not limited to items such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

l. Obtain and review monthly the final estimates for payments to Contractors, and furnish to the CITY any recommended payments to Contractors; and assemble written guarantees which are required by the Contract Documents.

m. Conduct, in company with the CITY, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect CITY'S final payment to the Contractor.

B. ADDITIONAL SERVICES

All work performed by ENGINEER at request of CITY which is not included in the Basic Services defined above, shall constitute Additional Services. Unless included in said Basic Services, Additional Services may include but are not limited to the following:

1. Studies, tests, and process determination to establish basis of design for water and waste treatment facilities.

2. Land surveys, and establishment of boundaries and monuments, and related office computation and drafting.

3. Preparation of property or easement descriptions.

4. Preparation of any special reports required for marketing of bonds.

5. Small design assignments (estimated construction cost less than $100,000).

6. Appearances before regulatory agencies.

7. Assistance to the CITY as an expert witness in any litigation with third parties, arising from the development or construction of the Project, including preparation of engineering data and reports.

8. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories

required for certification of force account construction performed by the CITY.

9. Special soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.

10. Detailed mill, shop and/or laboratory inspection of materials or equipment.

11. Travel and subsistence required of the ENGINEER and authorized by the CITY to points other than CITY'S or ENGINEER'S offices and Project site.

12. Additional copies of reports over one (1) set and additional sets of Contract Documents over one (1) set.

13. Preparation of applications and supporting documents for government grants or planning advances for public works projects.

14. Preparation of environmental statements and assistance to CITY in preparing for, and attending public hearings.

15. Plotting, computing, and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.

16. Revision of contract drawings after a definite plan has been approved by the CITY, redrawing of plans to show work as actually constructed.

17. Services after issuance of Certificate of Substantial Completion.

18. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by Client.

19. Preparation of operating instructions and manuals for facilities and training of personnel and assistance in operation of facilities.

20. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; services rendered after prolongation of construction contract time by more than twenty percent (20%); acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.

21. Providing any other service not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

22. Any other special or miscellaneous assignments specifically authorized by CITY.

23. Provide consultation for replacement of the Work resulting from fire or other causes during construction.

III. TIME OF PERFORMANCE

ENGINEER shall proceed immediately upon execution of this Contract with performance of the services called for under the Basic Services with completion within two hundred forty days (240) calendar days after execution, unless delayed by causes outside the control of ENGINEER, and shall proceed with subsequent work only on authorization by CITY. ENGINEER shall immediately submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing. ENGINEER shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of ENGINEER, including modifications in the scope of services, applicable law, codes, or standards after the effective date of this Contract.

IV. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER

It is agreed that the CITY shall furnish, without charge, for the purpose of the Contract, information, data, reports, records, and maps as are existing, and available, for the carrying out of the work of the ENGINEER as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ENGINEER and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto (including subcontracted Engineering and other professional services) shall not exceed the sum of nine hundred and seven thousand nine hundred and fifty dollars ($907,950) unless specifically authorized by the CITY.

B. PAYMENT

ENGINEER shall invoice CITY monthly for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

CITY agrees to pay ENGINEER at its office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within thirty-one days (31 D) after date of invoice. The ENGINEER shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. REIMBURSABLES – as stated in Attachment A of ENGINEER'S Proposal and shall not exceed the limits proposed, All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.

2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the CITY.

3. ENGINEER shall not charge additional fees for corrections of errors and omissions, by the ENGINEER, to the design of the project.

4. ENGINEER shall be responsible for large number of change orders due to errors or omissions of Design and Construction Documents.

VI. RECORDS

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ENGINEER for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

VII. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY; provided however, any and all underlying intellectual property, if any (unless provided by CITY), shall remain the property

of ENGINEER such that ENGINEER may continue to perform its business in the normal course. Upon payment in full, ENGINEER shall grant CITY an irrevocable, non-exclusive, royalty-free license to use the same for the purposes contemplated under this Agreement. To the extent allowed under applicable law, CITY shall defend, indemnify and hold harmless ENGINEER and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables for any purpose other than this project. ENGINEER may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings and specifications prepared by ENGINEER are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaption shall entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Friendswood, its officers, agents and employees shall be named as an Additional Insured on all liability policies including but not limited to ENGINEER'S Commercial General Liability insurance coverage. The aforegoing requirement to name the City of Friendswood as an additional insured shall also be included within any ENGINEER Subcontractor agreements. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance):

A. Worker's Compensation Insurance (with Waiver of Subrogation in favor of the City of Friendswood, its officers, agents and employees), with statutory limits.

B. Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.

1. Bodily injury five hundred thousand dollars ($500,000) single limit

per occurrence or five hundred thousand dollars ($500,000) each person/ five hundred thousand dollars ($500,000) per occurrence.

2. Property Damage one hundred thousand dollars ($100,000) per occurrence.

3. Aggregate policy year limit one million dollars ($1,000,000).

C. Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).

1. Combined single limit of five hundred thousand dollars ($500,000) per occurrence for bodily injury and property damage.

2. If individual limits are provided limits are three hundred thousand dollars ($300,000) per person, five hundred thousand dollars ($500,000) per occurrence for bodily injury and one hundred thousand dollars ($100,000) per occurrence for property damage.

D. Contractual Liability Insurance coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.

E. ENGINEER also agrees to maintain Professional Liability Insurance coverage of one million dollars ($1,000,000) per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ENGINEER'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for two years (2 Yr) after the ENGINEER'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed twenty-five thousand dollars ($25,000) unless specifically approved by the CITY.

ENGINEER shall cause ENGINEER'S insurance company or insurance agent to fill in all information required (including names of insurance agencies, ENGINEER and insurance companies, and policy numbers, effective dates and expiration dates, and provide proof that the CITY is an additional insured) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance the CERTIFICATE OF INSURANCE Form attached to and made a part of this Contract, and pertaining to the above listed Items A, B, C, D, and E; and before commencing any of the work and within the time otherwise specified, ENGINEER shall file said completed Form with the CITY. None of the provisions in said Form shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form contains a provision that coverages afforded under the

policies shall not be altered, modified or cancelled unless at least fifteen days (15 D) prior written notice has been given to the CITY. ENGINEER shall also provide the CITY copies of valid CERTIFICATE(s) OF INSURANCE for for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with CITY not more than ten days (10 D) after execution of this Contract.

IX. PROFESSIONAL LIABILITY

A. ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. ENGINEER shall immediately make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.

B. If services include periodic visits to the site to observe work performed by another Contractor, ENGINEER shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

C. In connection with the services of Resident Project Representatives, ENGINEER shall use the usual degree of care and prudent judgment in

the selection of competent Project Representatives, and the ENGINEER shall use its best efforts to see that the Project Representatives are on the job to perform their required duties.

D. In performing these services, the ENGINEER shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

X. INDEMNIFICATION

ENGINEER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS AS REQUIRED UNDER APPLICABLE LAW FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE ENGINEER, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBENGINEERS IN THE PERFORMANCE OF THIS AGREEMENT.

ENGINEER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ENGINEER AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ENGINEER SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ENGINEER'S EMPLOYEES. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER OF ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER OR AS A RESULT OF ENGINEER'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO ENGINEER REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE** ENGINEER **SHALL REQUIRE ALL OF ITS APPROVED SUB**ENGINEER**S TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:	**ENGINEER:**
CITY OF FRIENDSWOOD	GARVER
910 S. Friendswood Drive	12141 Wickchester, Suite 200
Friendswood, Texas 77546	Houston, TX 77079
Attn: Bria A. Whitmire, PE, CFM	Attn: Wade P. Parks, PE, CFM
Title: Projects Coordinator	Title: Project Manager

All notices and communications under this Contract shall be mailed or delivered to CITY and ENGINEER at the above addresses, respectively.

XII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

XIII. SUCCESSORS AND ASSIGNMENTS

The CITY and the ENGINEER each binds themselves and their successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

XIV. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause within its control, the ENGINEER shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract,

the CITY shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five days (5 D) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Contract shall become the property of the CITY, and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed according to the industry standard of care provided hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the ENGINEER and the CITY may withhold any disputed payment to the ENGINEER until such time as the exact amount of damages due the CITY from the ENGINEER is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least thirty days (30 D) notice in writing to the ENGINEER. If the Contract is terminated by the CITY as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ENGINEER, other terms and conditions contained in Paragraph 14 of this Contract relative to termination shall apply.

XVI. CHANGES

The CITY may, from time to time, request changes in the scope of the services to be performed by the ENGINEER under this Contract. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER shall be incorporated in written amendments to this Contract.

XVII. PERSONNEL

A. The ENGINEER represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder shall be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this Contract shall be

subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

The ENGINEER shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

XIX. CIVIL RIGHTS

The ENGINEER shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex or national origin, while performing work on behalf of the CITY.

The ENGINEER shall carry out its work under this Contract in a manner that shall ensure full compliance by the CITY with the Statute.

XX. INTEREST OF ENGINEER AND EMPLOYEES

The ENGINEER covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ENGINEER further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ENGINEER.

XXI. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion upon application by either party.

XXII. VENUE

Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

XXIII. TIME IS OF THE ESSENCE

Time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay caused by the negligence of ENGINEER in the completion of the work described herein shall constitute a breach of this contract.

XXIV. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, ENGINEER'S (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) TOTAL AGGREGATE LIABILITY UNDER THE CONTRACT SHALL BE LIMITED TO 100% OF THE COLLECTIBLE INSURANCE PROCEEDS FROM THE POLICIES AND AMOUNTS LISTED IN SECTION VIII OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of ENGINEER by Wade P. Parks, PE, CFM, Project Manager shown below, and on behalf of the CITY by Mike Foreman, its Mayor, thereto duly authorized this thirty first day of August, 2020.

ACCEPTED:	**PROPOSED AND AGREED TO:**
CITY:	ENGINEER:
CITY OF FRIENDSWOOD, TEXAS	GARVER, LLC
_____	BY: _____
MAYOR	PRINCIPAL
DATE: _____	DATE: 08/26/2021

ATTEST:	**ATTEST:**
_____	_____
CITY SECRETARY	(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

_____
CITY ATTORNEY

APPENDIX A

SCOPE OF SERVICES

City of Friendswood, Texas

Water System Improvements

Project No. – 21W09000

BACKGROUND

The City of Friendswood, Texas ("City") has selected Garver ("Engineer") to provide services as generally described in the RFQ 2101-01 ("Project"). The City desires to rehabilitate and improve existing water facilities and improve the water quality to its customers.

ASSUMPTIONS

In developing the scope of work and associated level of effort discussed in this proposal, Engineer has made the assumptions outlined below:

1. The City has existing, digital (GIS) files of water system assets and water quality sampling locations referenced to a consistent spatial projection.
2. The City has record drawings and pump data for all water facilities.
3. The City has existing, digital (Excel) files of historical water quality data collected per the City's existing Nitrification Action Plan (NAP) and Revised Total Coliform Rule (RTCR) monitoring plans.
4. Updates to the Utility Master Plan Report will be limited to summarizing previously completed sanitary sewer and storm sewer studies. Identified improvements and associated capital costs will be provided as part of the previously completed studies. Any additional investigation will be considered extra work and must be authorized in writing by the City.

SCOPE OF WORK

Generally, the scope of services includes developing a Water Master Plan, developing a technical memorandum to provide updates for utility planning, rehabilitating water facilities, and improving the distribution and transmission water system. Surface Water Plant No. 1, Elevated Storage Tank No. 2, Water Plant No. 3, and Water Plant No. 4 were identified in the RFQ as requiring rehabilitation. A water master plan and update to existing utility planning will be developed initially to identify capital improvements or operational adjustments to improve the City's drinking water system. NAP and RTCR monitoring plans will be updated to improve the City's water quality management processes.

A. Task I - Project Administration

1. Engineer will attend one kickoff meeting to discuss project objectives, internal and external team member roles and responsibilities, communication protocols, document management protocols, and schedule.

2. Engineer will prepare and facilitate monthly in-person progress meetings with City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance. Engineer will prepare meeting summary and distribute to participants.

3. Engineer will develop a Project Management Plan and Quality Control/Assurance Plan.

4. Engineer will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

B. Task II - Data Collection

1. Engineer to prepare data request document related to water, wastewater, and stormwater for the Project. Once the initial data is received and reviewed, Garver will summarize the data and meet with the City to develop a plan to obtain the remaining data items or develop a basis of assumption from which to proceed. The initial data request to the City will include but not be limited to:

    a. Water system GIS files
    b. Existing water models
    c. Water system record drawings
    d. Previously completed reports and studies
        i. Service area planning documents, including land usage and transportation plans, census reports, growth projections, water demand projections
        ii. Previously completed Water Loss Audit information
        iii. City-wide drainage and storm sewer studies
    e. Electronic water billing data from customers and suppliers (last three years) in Microsoft Excel or other database format
    f. SCADA data for the last three years (will define specific SCADA datapoint needs)
    g. Current Water Capital Improvement Program
    h. Distribution system water quality data
    i. Existing nitrification action plan and water quality sampling plans
    j. Customer complaint records
    k. Operation and maintenance data
        i. O&M Manuals for water facilities
        ii. Manufacturer pump curves and field pump evaluation results for existing water distribution pumps
        iii. Monthly Operating Reports for the potable water system for the last three years
        iv. Flushing records
        v. Work order logs

C. Task III - Field Condition Assessments and Staff Interviews

1. Engineer will perform field investigations to develop an accurate understanding of the condition and service of the water supply facilities, storage tanks, and booster pump stations within the water distribution system. Invasive condition assessments of the pipe network is not part of this scope of services.
2. Engineer will perform water storage tank condition assessments (limited to exterior and by viewing from access ports) using specialty inspectors to complete interior and exterior tank assessments.
    a. These assessments are the remaining water facilities beyond the RFQ listed facilities: Surface Water Plant No. 1, Elevated Storage Tank No. 2, Water Plant No. 3, and Water Plant No. 4.
3. Engineer will perform pump station and wire-to-water testing for all City-owned water wells and booster pumps.

a. *Energy Efficiency and Process Optimization Workshop*. Garver will give a 2-hour Energy Efficiency and Process Optimization (EEPO) Workshop followed by a field visit to the water facilities. The EEPO Workshop provides a background of the testing procedures and addresses what to expect, pump trouble shooting techniques and safety procedures required for the testing.

b. *Field Testing*. Garver will perform wire-to-water efficiency testing on the identified pumps over a 2-day period when the City's electrician is available. A City electrician will be utilized for the duration of the field testing to acquire the electrical data for the wire-to-water efficiency tests, specifically line-to-line voltage, phase amperage and phase power factor. The City's electrician shall have a portable power quality analyzer with trending and accuracy capabilities equal to an AEMC Instruments PowerPad® III Model 8336 three-phase power quality analyzer. During the wire-to-water tests, the Garver will collect the hydraulic data, consisting of pumping water level, suction pressure, discharge pressure and flow rate. Both electrical and hydraulic data will be collected simultaneously and entered into Garver's Hydraulic Efficiency Tool to reveal wire-to-water efficiency and kWh/MG. The purpose of the tests is to capture an "as is" pumping information indicative of normal pumping operation.

c. *Calculations*. Garver will calculate the overall pumping efficiency (%) and energy intensity (kWh/kgal) for each of the pumps based on the "as tested" information, and a field system curve will be developed to compare against the hydraulic model produced system curve.

4. Engineer will review historical water quality data (including entry point water quality and system-wide disinfectant residual, disinfection byproduct, and lead/copper data), current Nitrification Action Plan, and Revised Total Coliform Rule (RTCR) Sampling Plan. Engineer will interview City staff regarding typical water quality monitoring practices and areas of the distribution system with water quality challenges.

5. Engineer will conduct video interviews with City operations and engineering staff to collect institutional knowledge regarding typical and historical operations and operational challenges. This includes documenting typical operations for different demand conditions.

    a. Water distribution system maps will be reviewed with City staff to validate system and develop an understanding of the extent of influence of each water distribution pump station, system hydraulic challenges (e.g., areas with low pressure and/or low available fire flow), and locations of water quality issues and customer complaints.

    b. Engineer will document interviews with a combination of videotaped segments and hard copy records for the City's retention of institutional knowledge capture. The videotaped segments will be geocoded to the assets and included in updates to the GIS database and CityWorks asset management platform for searchability and ease of use.

6. Engineer will organize and assign field condition assessments and staff interviews to the City's respective GIS shapefiles. A technical memorandum will also be prepared that summarizes the water system condition assessments and operations study.

7. Engineer will facilitate a workshop to review the work associated with the field condition assessments and staff interviews.

8. Engineer to provide QA/QC according to PMP.

D. Task IV - Historical Water Use Analysis and Design Criteria Development

1. Engineer will assess historical water use data to determine water demands on a per unit basis (e.g., per single family equivalent unit, per acre, etc.) for different development/land use classifications and densities.

2. Engineer will develop demand peaking factors based on analysis of historical water billing and SCADA data.

3. Engineer will review the City's most recent Water Loss Audit and complete an updated Water Loss Audit based on standard AWWA methodology.
4. Engineer will develop design and evaluation criteria, supplemented with industry-standard criteria, starting with the following criteria:
    a. City design standards
    b. Harris-Galveston Subsidence District requirements
    c. TCEQ rules and regulations
5. Engineer will coordinate with the City to identify project trigger categories for capital projects, including capacity, condition, operational, and regulatory.
6. Engineer to facilitate workshop to confirm historical water use and design criteria with the City.
7. Engineer to provide QA/QC according to PMP.

E. Task V – Land Development and Flow Projections

1. Engineer will develop an estimate of the buildout population for the City based on land use information.
2. Engineer will develop population growth projections based on historical growth rates and other available data (e.g., TWDB growth projections).
3. Engineer will develop growth projections for non-residential sectors (e.g., commercial, industrial, etc.) based on the rate of growth of population, unless otherwise directed by the City.
4. Engineer will develop water demand projections for both residential and non-residential sectors based on growth projections and water use design criteria developed in the previous task.
5. Engineer will identify up to four planning horizons, based on equivalent single-family connections, between current and buildout to complete model evaluations and support development of the capital improvements plan (CIP). These intermediate planning horizons will be developed with consideration for timing of potential water supply infrastructure changes.
    a. For each planning horizon, Engineer will develop spatial growth and water demand projections, based on historical growth data and City input.

F. Task VI - Hydraulic Model Development and Calibration

1. Engineer will develop a water distribution system model in Bentley WaterGEMS, based on kickoff meeting, software based on the City's existing water system GIS data. Model elements include wholesale surface water take-points, water supply facilities, pumping and storage facilities, transmission pipelines, and distribution pipelines.
2. Engineer will develop demand scenarios for average day, maximum month, and maximum day conditions based on historical water billing data and land use data for each planning horizons.
3. Engineer will define operational controls in the model based on information from SCADA and information from the field site visits and staff interviews.
4. Engineer will develop a field data collection plan outlining use of hydrant pressure loggers and hydrant flow tests to collect data for calibration and validation of the hydraulic model.
5. Engineer will furnish up to eight hydrant pressure loggers and support City staff in installation of the loggers at select locations to collect pressure data for up to two weeks.
    a. It is assumed that the loggers will be moved after the first week to a second set of locations.

6. Engineer will support City staff with performing hydrant flow tests; it is assumed that up to two Engineer staff will be present for one day of hydrant flow testing. City staff will need to be available to operate the hydrants.
7. Engineer will calibrate the hydraulic model based on historical SCADA information and the field-collected data. Engineer will utilize both extended-period simulations (EPS) and steady-state simulations to calibrate the hydraulic model.
8. Engineer to provide QA/QC according to PMP.

G. Task VII – Water System Assessments

1. Engineer will assess the following components relative to design and evaluation criteria established in Task IV – Historical Water Use Analysis and Design Criteria Development. It is assumed that evaluations will be based on per connection requirements and TCEQ regulations:
    a. Water supply capacity
    b. Water storage capacity
        i. Total storage
        ii. Elevated storage
    c. Pumping capacity
2. Engineer will identify capital improvement needs to address gaps in system supply, storage, and pumping capacity needs based on the assessment.
3. Engineer will complete hydraulic model assessments of existing conditions.
4. Engineer will complete hydraulic model assessments of buildout conditions.
5. Engineer will evaluate the water quality of the system using the hydraulic model to simulate source trace simulations, water age simulations, and distribution system water quality data.
6. Engineer will develop up to six alternatives for infrastructure improvements to address system challenges at buildout conditions. These infrastructure alternatives will utilize different approaches to distributing water supply, and they may include different water supply sources and/or maintenance/decommissioning of different existing facilities.
    a. Engineer will identify buildout infrastructure sizing associated with each of the alternatives.
    b. Engineer will identify phased improvements necessary for each of the alternatives based on meeting previously established level of service targets and interim demand horizons.
    c. Engineer will assess potential water quality implications associated with each of the alternatives.
    d. Engineer will assess potential water system interconnects with adjacent water providers including City of Alvin, City of Pearland, City of League and MUD 55.
7. Engineer will develop conceptual capital cost estimates for CIP projects for each of the alternatives.
    a. The level of detail will be Association for the Advancement of Cost Engineering (AACE) Class 4 estimates.
8. Engineer will develop conceptual operations and maintenance (O&M) costs for each of the alternatives.
9. Engineer will develop conceptual 50-year life-cycle costs for each of the alternatives.
10. Engineer will complete an evaluation of each of the alternatives with respect to non-monetary criteria, weighting factors, and scoring matrix developed in coordination with the City.

11. Engineer will facilitate a workshop with the City to review the alternatives, conceptual costs, and non-monetary scores and identify the preferred alternative for system growth.
12. Engineer to provide QA/QC according to PMP.

H. Task VIII – Capital Improvements Plan Development

This task will follow the workshop from Task VII-Water System Assessments. The development of the Capital Improvements Plan will be based on selecting one alternative at the Task VII workshop.

1. Engineer will develop an initial capital outlay schedule for the Capital Improvement Program (CIP).
2. Engineer will coordinate with the City to identify potential funding limitations, and Engineer will update the capital outlay schedule to balance costs with available funding.
3. Engineer will develop project justification sheets for each CIP project, including the project description, project schedule, one or more project driver categories, specific project trigger(s), potential alternatives, potential unintended consequences, and conceptual capital cost estimates.
4. Engineer will prepare a technical memorandum that summarizes the capital projects from the previously completed Sanitary Sewer Evaluation Study (SSES) from 2015 and the most recent city-wide, storm sewer study. The technical memorandum will associate the water, sanitary sewer, and storm sewer projects based on applicable project triggers (e.g. time, new connections, etc.).
5. Engineer to provide QA/QC according to PMP.

I. Task IX – Water System Improvements Report

1. Engineer will prepare and submit a Draft Water System Improvements Report in electronic format (PDF).
2. Engineer will facilitate workshop to review the Draft Water System Improvements Report.
3. Engineer will update the report based on City comments and prepare a Final Water System Improvements Report in electronic format (PDF).
4. Engineer to provide QA/QC according to PMP.

J. Task X – Tank Rehabilitation Preliminary Engineering Report

This task is for the preparation of a Preliminary Engineering Report (PER) for the tank rehabilitation of Surface Water Plant No. 1, Elevated Storage Tank No. 2, Water Plant No. 3, and Water Plant No. 4 as identified in the RFQ.

1. Perform Tank inspections of four GSTs and one EST including:
    a. Foundation Inspection: Visually inspect the tank foundations for cracking, settlement or other signs of stress or failure.
    b. Structure: Visually inspect the shell structure, interior/exterior piping, interior/exterior ladders, interior/exterior scaffolding and platforms (if present) and miscellaneous appurtenances. This work does not include a structural analysis or welding inspection.
    c. Coating System: Perform an interior and exterior coating system inspection including coating thickness, coating adhesion, presence of chalking and presence of blistering. The City will drain and open all hatches for ventilation and access.
2. Prepare a Preliminary Engineering Report which will present the results of the inspection, including recommendations, cost estimates for rehabilitation scenarios, compliance analysis to AWWA D100-latest edition, TCEQ, and ANSI/OSHA current standards, tank ventilation

analysis and photographs taken at inspection. Information will be sufficiently detailed to use in the preparation of rehabilitation plans and specifications if authorized by the City.

K. Task XI – Tank Rehabilitation Detailed Design and Bidding Phases

This task is for the preparation of a construction documents for the tank rehabilitation of Surface Water Plant No. 1, Elevated Storage Tank No. 2, Water Plant No. 3, and Water Plant No. 4 as identified in the RFQ.

1. Prepare one construction package and with only one deliverable. The construction package will include detailed plans and specifications for water storage tank rehabilitation.
    a. Drawings are estimated to be 19 sheets
    b. Assumes one deliverable to client and address one set of comments from the City
2. Assemble project bid documents. Front-end documents will be prepared by the City.
    a. Distribute bid documents to prospective bidders.
    b. Conduct a pre-bid meeting and prepare any required contract addenda.
    c. Tabulate bids and make recommendations for project award.

L. Task XII – Tank Rehabilitation Construction Phase

This task is for providing engineering services to support the construction of the tank rehabilitation of Surface Water Plant No. 1, Elevated Storage Tank No. 2, Water Plant No. 3, and Water Plant No. 4 as identified in the RFQ. Construction phase assumes 20 month construction duration.

1. Conduct periodic site visits as needed (assume one per month for 20 months) and attend meetings during construction as necessary.
    a. Coordinate with the City's On-Site Observer.
2. Attend monthly progress meetings (assume one per month for 20 months)
    a. Review pay applications from contractor. City's On-site Observer will provide quantities completed by contractor for use in review of pay application.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
    a. Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
4. Participate in one substantial completion project inspection, prepare punch list, review final project closing documents, and submit final pay request.

M. Task XIII – Nitrification Action Plan for the Existing Distribution System.

This task is for the development of a NAP for the City's existing drinking water distribution system.

1. Engineer will use historical water quality data and hydraulic model output and identify NAP monitoring locations and baseline values for NAP monitoring parameters (total chlorine, monochloramine, free ammonia, nitrite, nitrate, free chlorine) in the drinking water distribution system to develop goals and trigger levels for NAP.
2. Engineer will document the NAP sampling locations, monitoring parameters, monitoring equipment and analytical methods, and monitoring parameter baseline, goal, and trigger levels in a NAP datasheet. The datasheet will also include system-specific responses (actions) for each water quality trigger and a map that shows distribution system infrastructure and NAP monitoring locations.
3. Engineer will review the City's water quality data management tools and develop user-friendly spreadsheet tools that City staff can use to review, analyze, and document water quality data collected as part of the NAP.
4. Engineer will develop chlorine residual maintenance plans for two strategic areas of the existing distribution system, encompassing up to 150 nodes in the network hydraulic model to serve as examples. The plan will include flushing, valve operation, and sampling steps needed to move water with a disinfectant residual through target areas of the system.
5. Engineer will conduct a workshop with City staff to discuss the NAP and chlorine residual maintenance plan and provide training on the data management spreadsheet.

N. Task XIV – Nitrification Action Plan for Near-Future Modifications to the Existing Distribution System

This task is for the development of a NAP for near-future modifications to the City's drinking water distribution system, to be defined in Task VIII.

1. Engineer will develop a testing protocol for a hold study to evaluate expected monochloramine decay following future modifications that result in increased surface water use and/or blending of surface water and groundwater. The hold study will be up to fourteen (14) days in duration and will include up to ten (10) source waters or blends of source waters. NAP monitoring parameters (total chlorine, monochloramine, free ammonia, nitrite, nitrate, free chlorine) will be monitored throughout the study to track bulk water quality changes over time. Engineer will assist City staff with hold study set-up, and City staff will conduct the hold study and provide results to Engineer. Engineer will use results from the hold study and Task VII modeling results to develop goals and trigger levels for the NAP.
2. Engineer will document the NAP sampling locations, monitoring parameters, monitoring equipment and analytical methods, and monitoring parameter baseline, goal, and trigger levels in a NAP datasheet. The datasheet will also include system-specific responses (actions) for each water quality trigger and a map that shows distribution system infrastructure and NAP monitoring locations.
3. Engineer will review the City's water quality data management tools and develop user-friendly spreadsheet tools that City staff can use to review, analyze, and document water quality data collected as part of the NAP.
4. Engineer will develop chlorine residual maintenance plans for two strategic areas of the modified distribution system encompassing up to 150 nodes in the network hydraulic model to serve as examples. The plans will include flushing, valve operation, and sampling steps needed to move water with a disinfectant residual through target areas of the system.
5. Engineer will conduct a workshop with City staff to discuss the NAP and chlorine residual maintenance plan and provide training on the data management spreadsheet.

O. Task XV – Revised Total Coliform Rule Sample Siting Plan Updates for the Existing Distribution System

1. Engineer will use historical water quality data and hydraulic model output to identify Revised Total Coliform Rule (RTCR) monitoring locations. These locations will be coordinated with NAP sampling sites to the extent possible.
2. Engineer will update the City's RTCR Sample Siting Plan using the TCEQ template, and Engineer will develop an RTCR sample siting plan map showing distribution system infrastructure and sampling locations.

P. Task XVI – Revised Total Coliform Rule Sample Siting Plan Updates for Near-Future Modifications to the Existing Distribution System

1. Engineer will use hold study data collected under Task XIV and hydraulic model output to identify Revised Total Coliform Rule (RTCR) monitoring locations representative of the City's distribution system following near-future modifications. These locations will be coordinated with NAP sampling sites to the extent possible.
2. Engineer will update the City's RTCR Sample Siting Plan using the TCEQ template, and Engineer will develop an RTCR sample siting plan map showing distribution system infrastructure and sampling locations.

Q. Task XVII - Detailed Design Phase (FUTURE)

This task will be further defined after completion of the Water Master Plan.

R. Task XVIII - Bidding Services (FUTURE)

This task will be further defined after completion of the Water Master Plan.

S. Task XIX - Construction Phase (FUTURE)

This task will be further defined after completion of the Water Master Plan.

T. Summary of Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Engineer:

A. Updated Water System GIS Shapefiles with condition assessment and staff interview videos in electronic format.
B. Draft Technical Memorandum summarizing water facility condition and water system operational assessments in electronic format (PDF).
C. Final Technical Memorandum summarizing water facility condition and water system operational assessments in electronic format (PDF).
D. Draft Water System Improvements Report in electronic format (PDF).
E. Final Water System Improvements Report in electronic format (PDF).
F. Final Tank Rehabilitation Preliminary Engineering Report in electronic format (PDF).
G. Preliminary Tank Rehabilitation Construction Package in electronic format (PDF).
H. Final Tank Rehabilitation Construction Package in electronic format (PDF).
I. Draft NAP Datasheet for Existing Distribution System in electronic format (PDF).
J. Final NAP Datasheet for Existing Distribution System in electronic format (PDF).
K. Draft NAP Data Spreadsheets for Existing Distribution System in electronic format (Excel).
L. Final NAP Data Spreadsheets for Existing Distribution System in electronic format (Excel).
M. Draft NAP Datasheet for Modified Distribution System in electronic format (PDF).
N. Final NAP Datasheet for Modified Distribution System in electronic format (PDF).
O. Draft NAP Data Spreadsheets for Modified Distribution System in electronic format (Excel).

P. Final NAP Data Spreadsheets for Modified Distribution System in electronic format (Excel).
Q. Draft RTCR Sample Siting Plan and Map for Existing Distribution System in electronic format (PDF).
R. Final RTCR Sample Siting Plan and Map for Existing Distribution System in electronic format (PDF).
S. Draft RTCR Sample Siting Plan and Map for Modified Distribution System in electronic format (PDF).
T. Final RTCR Sample Siting Plan and Map for Modified Distribution System in electronic format (PDF).

U. Extra Work

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Engineer. The following items are not included under this agreement but will be considered as extra work:

A. Detailed Design of Recommended Pipeline or Facility Improvements Identified in the CIP Report (Future Detailed Design)
B. Service Line Inventory for Compliance with Lead and Copper Rule Revisions
C. Water Quality Testing
D. Topographic Site and Route Survey
E. Easement and Property Acquisition
F. Subsurface Utility Engineering (SUE)
G. Geotechnical Investigation
H. Environmental Site Assessment
I. Hydrogeologic Assessment
J. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
K. Submittals or deliverables in addition to those listed herein.

APPENDIX A

V. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kick-off Meeting	7 days from Notice to Proceed
Deliver DRAFT Field Conditions and Operations Assessment TM	**75 days from NTP**
Field Conditions and Operations Assessment Workshop	14 days after delivery of DRAFT Field Conditions and Operations Assessment TM
Deliver FINAL Field Conditions and Operations Assessment TM	**14 days from receipt of DRAFT Field Conditions and Operations Assessment workshop comments from the City**
Water System Assessments Workshop	75 days from Field Conditions and Operations Assessment TM
Deliver DRAFT Water System Improvements Report Submittal	**60 days from Water System Assessments Workshop**
Water System Improvements Deliverable Review Workshop	14 days from delivery of DRAFT Water System Improvements Report Submittal
Deliver FINAL Water System Improvements Report Submittal	**21 days from receipt of DRAFT Water System Improvements Workshop Comments from City**

*Note: for planning purposes, 14 days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.

APPENDIX B

City of Friendswood, Texas
Water System Improvements

FEE SUMMARY - LUMP SUM

Basic Services Section	Estimated Fees
Task I - Project Administration	$ 37,408.00
Task II - Data Collection	$ 6,792.00
Task III - Field Condition Assessments And Staff Interviews	$ 143,978.00
Task IV - Historical Water Use Analysis And Design Criteria Development	$ 48,032.00
Task V - Land Development And Flow Projections	$ 21,824.00
Task VI - Hydraulic Model Development And Calibration	$ 43,268.00
Task VII - Water System Assessments	$ 153,764.00
Task VIII - Capital Improvements Plan Development	$ 64,522.00
Task IX - Water Systems Improvements Report	$ 76,104.00
Task X – Tank Rehabilitation Preliminary Engineering Report	$ 28,644.00
Task XI – Tank Rehabilitation Detailed Design And Bidding Phases	$ 119,272.00
Task XII – Tank Rehabilitation Construction Phase	$ 56,196.00
Task XIII - Nitrification Action Plan For The Existing Distribution System	$ 31,640.00
Task XIV - Nitrification Action Plan For Near-future Modifications To The Distribution System	$ 56,434.00
Task XV - Revised Total Coliform Rule Sample Siting Plan Updates For The Existing Distribution System	$ 10,036.00
Task XVI - Revised Total Coliform Rule Sample Siting Plan Updates For Near-future Modifications To The Existing Distribution System	$ 10,036.00
Task XVII - Detailed Design Phase (future)	$ -
Task XVIII - Bidding Phase (future)	$ -
Task XIX - Construction Phase (future)	$ -
Subtotal for Basic Services Section	**$ 907,950.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-754670

Date Filed:
05/19/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GARVER LLC
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF FRIENDSWOOD, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ2001-01
FRIENDSWOOD 2021 WATER SYSTEM IMPROVEMENTS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCILLWAIN, FRANK	HOUSTON, TX United States	X	
GRIFFIN, MICHAEL	HOUSTON, TX United States	X	
SCHNIERS, BRENT	HOUSTON, TX United States	X	
HOLDER, JR, JERRY	HOUSTON, TX United States	X	
SOBER, JEFFREY	HOUSTON, TX United States	X	
GRAVES, MICHAEL	HOUSTON, TX United States	X	
HOSKINS, BROCK	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is LANCE KLEMENT, and my date of birth is [redacted].

My address is 12141 WICKCHESTER, SUITE 200 (street), HOUSTON (city), TX (state), 77079 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 19th day of MAY (month), 20 21 (year).

Lance Klement

Signature of authorized agent of contracting business entity
(Declarant)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/16/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action regarding the naming of a city facility currently known as the Imperial Estates Detention Basin to the Harold L. Whitaker Storm Water Basin.

Originating Department: City Secretary

Degree of importance: Reg

SUMMARY / ORIGINATING CAUSE

Per the City's Guidelines and Criteria for the Naming of Public Facilities, Mayor Foreman called for an Ad Hoc Selection Committee composed of Councilmember Sally Branson, Mayor Pro Tem Robert Griffon and Former Mayor Kevin Holland to review an application to name an existing city facility currently known as the Imperial Estates Detention Basin to the Harold L. Whitaker Storm Water Basin, in honor for Friendswood former Mayor Harold Whitaker.

The Ad Hoc Subcommittee reviewed the application and have submitted a recommendation of approval. The related guidelines, criteria and application are attached to this item for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Former Mayor Whitaker has served the City of Friendswood Community, serving as a public official on the City Council, the FISD Board of Trustees, the Galveston County Drainage District and the Galveston County Central Appraisal District Board. His many years of dedicated service are still felt and greatly appreciated to this day.

RECOMMENDATIONS

The Ad Hoc Selection Committee is recommending approval of the submitted name change application for the Harold L. Whitaker Storm Water Basin.

ATTACHMENTS

1. Policy for Naming Public Facilities
2. 2021 09 13 CC Meeting - Proposed Facility Naming - Harold L. Whitaker Storm Water Basin

MEMORANDUM

City of Friendswood **July 18, 1995**

Office of the City Manager MC/95/106

To: Mayor and Councilmembers

Subject: Naming of Public Facilities

Attached is the recently adopted policy for the naming of public facilities along with an application and information sheet to be given to those interested in nominating a facility for a name change. As the information sheet mentions, these forms will be obtained through the City Secretary's office and staff will then review and forward the application to the City Council for action. If you have any questions or comments concerning this please contact me.

REC
Enclosure
cc Staff

City of Friendswood
Guidelines and Criteria for the Naming of Public Facilities

Introduction

The City Council of the City of Friendswood may, at its discretion, name buildings and/or facilities. The following criteria and process shall be used by the City when suggestions are made for the naming of such buildings and/or facilities:

Criteria

1. These criteria will be applied to buildings and facilities available to and operated for the benefit of the public and under the management and responsibility of the City of Friendswood.

2. Facilities* may be named after individuals (either living or deceased, organizations or entities consistent with criteria set out in these guidelines. Symbolic names reflecting historical or special events or circumstances may be used at the discretion of the City Council. (This may include names such as "1776 Park" or "Challenger Park.")

3. The naming of a facility must be consistent with the positive image of the community.

4. Consideration should be given to including the function of the building to the extent practical, such as "library" or "activities building."

5. Facilities already named according to the criteria listed below should not be renamed. Renaming of other facilities should only be made after careful consideration is given to the significance of the existing name versus the name being suggested.

6. The naming will depend on the historical, financial, or civic contributions made to Friendswood. Facilities may be named for individuals, families, organizations, or entities that have significantly contributed to the community or the development or completion of a facility or project. Any one or a combination of all these criteria may be considered when making decisions.

*Facilities shall be defined as: Building sites, parks, roadways, other structures or any City-owned property.

Historical/Symbolic Criteria

Facilities may be named for individuals, families, organizations or entities who, for historical or symbolic reasons, have contributed to the community. Nominated individuals shall be limited to those deceased for a minimum of five years. When considering individuals or families under this category, criteria will include their character, service to the community, leadership and inspiration to others.

Civic Contributions Criteria

Individuals selected with in this category can be either living or deceased and should be selected after many years of service to the community and in consideration of their positive impact on the development and well-being of the entire community. These decisions should be made objectively, without consideration to illness, misfortune or incidents creating emotional responses. Organizations should be selected according to the same criteria.

Financial Benefactor Criteria

Individuals (living or deceased), organizations or entities chosen under this category shall make, or have made, a significant financial contribution toward the facility. Significant financial contributions will be measured by the impact a single contribution makes toward the successful conclusion or continuing operation of the facility to be named. Depending on the impact, the naming could be for the entire facility or some portion (i.e., a room).

Process of Selection

1. Application Process

Individuals, organizations or entities seeking to have a facility names shall complete an application. An application form shall be prepared consistent with the criteria established in these guidelines and provided for that purpose. The application shall be submitted to and reviewed by city staff and referred to City Council for action.

2. Selection Committee

Upon receipt of an application or by request of Council, an ad hoc selection committee may be established, when deemed necessary, by the Mayor, with concurrence of Council. The Committee may be utilized to review and make recommendations to Council regarding applications received. Additionally, the Committee may be asked to solicit or generate names for naming or renaming other

facilities, as the need may arise. The Committee will primarily be used to make recommendations for city facilities or other facilities that will be used by a large segment of the public. Selection Committee members should consist of a maximum of five citizens of Friendswood, without a vested interest in the naming of the facility. Consideration for membership should be given to appointing members of relevant standing city committees (such as the Library Board, Community Appearance Board, Parks and Recreation Board, Planning and Zoning Commission) and the Historical Society, in addition to citizens at large.

3. Decision

After due consideration, the Selection Committee shall forward to the City Council its recommendation for approval or denial of an application and/or a recommendation for a name for a facility along with the justification(s) for said approval, denial, or recommendation. The selection of a name for a facility shall be made by City Council.

Approved by council action June 19, 1995.

City of Friendswood
Naming Facilities Application Procedure

Applications are to be picked up and returned to the City Secretary's Office. A set of the Guidelines and Criteria will accompany each application distributed. Once the application has been completed and returned, it will be submitted to city staff for review according to the guidelines and criteria. After the review process has been completed, the application will be referred to City Council for action.

When deemed necessary, for city facilities that will be used by a large segment of the public, the Mayor with concurrence of Council may establish an ad hoc selection committee to review and make recommendations regarding the application received. This committee may also be asked to generate names for the naming or renaming of other facilities. After consideration, the Selection Committee will give Council its recommendation for approval or denial and/or a recommendation of name with the proper justification for said recommendation.

The following are definitions to assist you in your completion of the application:

Facilities:
Building sites, parks, roadways, other structures or any other City-owned property.

Historical/Symbolic Criteria:
Facilities may be named for individuals, families, organizations or entities who, for historical or symbolic reasons, have contributed to the community. Nominated individuals shall have been deceased for a minimum of five (5) years. When considering individuals or families under this category, criteria will include their character, service to the community, leadership and inspiration to others.

Civic Contributions Criteria:
Individuals selected within this category can be either living or deceased and should be nominated and selected after many years of service to the community and in consideration of their positive impact on the development and well-being of the entire community. These nominations should be made objectively, without consideration to illness, misfortune or incidents creating emotional responses. Organizations should be nominated according to the same criteria.

Financial Benefactor Criteria:
Individuals (living or deceased), organizations or entities nominated under this category shall make, or have made, a significant financial contribution toward a facility. Significant financial contributions will be measured by the impact a single contribution makes toward the successful conclusion or continuing operation of the facility to be named. Depending on the impact, the naming could be for the entire facility or some portion (i.e., a room).

City of Friendswood

Application for Naming a Public Facility

Please return completed to the City Secretary's Office

Applicant Information

1. Name: Mike Foreman

2. Address: 910 S. Friendswood Drive

3. Email: mayor@friendswood.com **Phone:** 281-281-996-3270 **Cell**: N/A

Facility Information

6. Current Facility Name: Imperial Estates Detention Basin

7. Location (Address): Former Imperial Estates Subdivision at the confluence of Mary's and Clear creeks.

8. Function of Facility: Detention basin created to assist with city's drainage efforts.

9. Proposed Name: Harold L. Whitaker Storm Water Basin

Contributions

In the spaces provided below, briefly explain how the proposed individual, family, organization, or entity has contributed to Friendswood. You may use any combination of categories, as is appropriate to the nomination, to describe the contributions made. For further assistance please refer to the Guidelines and Criteria for the Naming of Public Facilities. You may also attach additional pages and supporting documentation to support this application as needed.

Historical/Symbolic

Former Mayor Whitaker is a 50-year resident of the City of Friendswood, and has served his community with a rare combination of of strong leadership, wisdom and good old common sense for many years that has been of great benefit to this community.

Civic Contributions

Served as Mayor for the City of Friendswood (6 years);
Served as a member of the Friendswood Independent School District Board (12 years);
Served as a member of the Galveston County Central Appraisal District Board; and
Served as President of the Galveston County Consolidated Drainage District (16 years).

Financial Benefactor

Instrumental in the acquisition of the property where Windsong Intermediate School now stands.
Participated and supported various bond program to the benefit of the City and School District.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/02/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action on the appointments of (i) Ethel Zansler to complete the unexpired term of Mona Palmer which is set to end on November 30, 2022; (ii) Rosie Olivo to complete the unexpired term of Dennis Rundell, which is set to end on November 30, 2023; (iii) Tammy Hill to complete the unexpired term of Yolanda Robles, which is set to end on 11/30/2021; and (iv) Michael Culp to complete the unexpired term of Nancy Mastrofrancesco, whose term is set to end on November 30, 2023, as well as, (v) to appoint Charlene Mizener as a regular member from an alternate on the Friendswood Senior Citizen Advisory Committee.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to take action on the following appointments to the Friendswood Senior Citizen Advisory Committee:

(i) Ethel Zansler to complete the unexpired term of Mona Palmer which is set to end on November 30, 2022;
(ii) Rosie Olivo to complete the unexpired term of Dennis Rundell, which is set to end on November 30, 2023;
(iii) Tammy Hill to complete the unexpired term of Yolanda Robles, which is set to end on 11/30/2021; and
(iv) Michael Culp to complete the unexpired term of Nancy Mastrofrancesco, whose term is set to end on November 30, 2023, as well as,
(v) to appoint Charlene Mizener as a regular member from an alternate.

All members have complied with the requirements set out by the City's Appointment Policy and staff recommends approval.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Culp, Micheal Volunteer Application 2021_Redacted
2. Olivo, Rosie Volunteer Application 2021_Redacted
3. Zansler, Ethel Volunteer Application 2021_Redacted
4. Hill, Tammy Volunteer Application 2021_Redacted

5. Mizener, Charlene 2019 volunteer application_Redacted





BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Michael Culp

HOME PHONE: _____

HOME ADDRESS [redacted]

WORK PHONE: _____

EMAIL ADDRESS [redacted]

CELL PHONE: [redacted]

OCCUPATION: retired from NASA

SPECIAL INTERESTS AND TALENTS: LZU baseball

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
__5__ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
__P__ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I'm very interested in improving the Senior Citizen Program and accelerating an atmosphere that promotes their greatest need—socializing.

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: [redacted]
ADDRE
PHONE

NAME: [redacted]
ADDRESS
PHONE:

Approved 07/10/17 mkw

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 25 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I've lived a long time.

Please list any civic or community endeavors in which you have been involved:

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

5/6/21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw





BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Rosie Olivo Friendswood, Tx 77546 HOME PHONE: —

HOME ADDRESS: [redacted] WORK PHONE: —

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Yoga, pilates, sports, theater, travel

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: —

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
__✓__ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH [redacted]
SEX: f
FRIENDSWOOD RESIDENT FOR 5 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? Applied Science Degree - Legal

Please list any civic or community endeavors in which you have been involved: Church volunteer, Friendswood yoga class - instructor (volunteer)

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Rose Ohi
Signature of Applicant

7/1/21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Genie Balderaz
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Shadey Caraveo-Saldaña
ADDRESS: [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw





BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Ethel K. ZANSLER HOME PHONE: —

HOME ADDRESS: [redacted] WORK PHONE: —

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Library Volunteer, working with elderly citizens.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: —

Approved 07/10/17 mkw

It has been shown that the senior population of Friendswood is growing and becoming a popular place for seniors to retire. We need to provide more recreational activities for our seniors to keep them active and self sufficient. It has been shown that when seniors keep active physically and mentally, they live healthier lives.

When I moved to Friendswood from Louisiana twelve years ago, I joined the Senior Center and became involved in the community. As I have always been active and interested in meeting other people and learning new skills, this was a perfect outlet for me. I have become involved in many senior groups and made many new friends.

Our Center needs to grow and offer many more areas of interest to our Friendswood Seniors. If elected to the Board, I am hoping I can contribute to making this possible.

Before the outbreak of the virus, I served on the Board for our AARP local chapter and was responsible for securing speakers once a month to present topics of interest to our seniors. This proved to be very popular and helpful for our members. If elected to the Board, I would like to secure speakers on a monthly schedule to present programs at our Senior Center.

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
__*__ SHORT-TERM PROJECTS
__*__ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
__*__ 4TH OF JULY VOLUNTEER
__*__ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
__*__ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
FRIENDS of LIBRARY
Planning Committee for Library Fund Raising

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 12 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Willing to serve my community to better Friendswood for our numerous Senior Citizens and make sources of Recreation availble to our Seniors.

Please list any civic or community endeavors in which you have been involved:
Fund raising for Library
Womens Club at Church
Scheduling Speakers for Senior Club Members

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Ethel Zansler
Signature of Applicant

5-4-21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
Friends of Library	2019-To present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Dorothy Montz
ADDRESS: [redacted]
PHONE:

NAME: Dennis Rundell
ADDRESS: [redacted]
PHONE:

Approved 07/10/17 mkw





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Tammy Hill

HOME PHONE: /

HOME ADDRESS: [redacted]

WORK PHONE: /

EMAIL ADDRESS: [redacted]

CELL PHONE [redacted]

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: sewing, Quilting & Camping

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: /

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
___✓___ DAYTIME
_____ EVENING
_____SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
___✓___ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 6 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Please list any civic or community endeavors in which you have been involved:

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Tammy Hill
Signature of Applicant

5-25-2021
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Genie Balderaz
ADDRESS [redacted]
PHONE: [redacted]

NAME: Shadey Saldana
ADDRESS: Friendwood
PHONE: [redacted]

Approved 07/10/17 mkw

AUG 2019
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Charlene Misener

Friendswood, 77546

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE [redacted]

OCCUPATION: Retired teacher + librarian

SPECIAL INTERESTS AND TALENTS: Reading - Gardening - Flower arranging - Sewing

Are you currently serving as a member of any Friendswood governmental body? yes - alternate

If so, please name the body: Friendswood Senior Citizen Advisory Board

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
- ☐ ELECTION WORKER

PLANNING & PRESERVATION
- ☐ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
- ☐ LONG-TERM PROJECTS
- ☑ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☐ EVENING
- ☐ SUMMER

RECREATION
- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☑ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER
- ☐ WEST RANCH MANAGEMENT DISTRICT
- ☐ ANIMAL SHELTER ADVISORY COMMITTEE
- ☐ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Member of Friendswood Heritage Gardens

Member of The Harbor - Church on 528

Approved 07/10/17 mkw

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 3 1/2 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I was a local, zone, district and state officer for Texas Garden Clubs. 38 years in the public schools, retired teacher and librarian. Member of Tyler area citizens - served as a volunteer for 15 years and Sec. of Board.

Please list any civic or community endeavors in which you have been involved:
Member of recent committee dealing with upcoming bond issue and vote.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Charlene Mezzini
Signature of Applicant

08-12-2019
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Approved 07/10/17 mkw

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/25/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding ratifying the City Manager's signature on a contract to purchase Lot 19 of Friendswood Forest, a subdivision in Galveston County, Texas known as Abstract 151 S. McKissick Survey, Lot 19, Friendswood Forest and authorize the City Manager to close on said property.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City has made an offer to purchase Lot 19 N. Clear Creek Dr. of Forest Subdivision. Some lots near this property are existing City Buyout properties. Several studies, including the "City of Friendswood Flood Vulnerability and Mitigation Study" by Dr. Phil Bedient, have demonstrated that terracing of land adjacent to Clear Creek prove to be a highly effective form of flood control. The property would be purchased for $60,000 utilizing Drainage Bond Funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This property would be considered for future flood control projects. A future hydrologic and hydraulic study would be able to determine the exact extent of the benefits from this particular property.

RECOMMENDATIONS

Staff recommends Council ratify the City Manager's signature on the contract to purchase and authorize him to close on the subject property.

ATTACHMENTS

1. Quest Trust - Lot 19 Fully Executed Contract
2. Proposed Buyout N Clear Creek Dr

Authentisign ID: D51FFFBB-E2AE-4183-88D4-6C7044D5F68D

11-10-2020

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

EQUAL HOUSING OPPORTUNITY

1. PARTIES: The parties to this contract are Great Trust Company FBO for Tanya Langner IRA# 59701-11 (Seller) and City of Friendswood (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot 19 Block , Friendswood Forest Addition, City of Friendswood, County of Galveston, Texas, known as ABST 151 H MCKINSTCK SUR LOT 19 FRIENDSWOOD FOREST TX 77546 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items,** if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession:

_____.

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing ..... $ 60,000.00

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... $ _____

C. Sales Price (Sum of A and B) ..... $ 60,000.00

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

Authentisign ID: D51FFFBB-E2AE-4183-88D4-6C7044D5F68D

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Stewart Title, as escrow agent, at 601 S Friendswood Dr #103 Friendswood TX 77546 (address): $ 600.00 as earnest money and $_____ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $_____ to escrow agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 3 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 3.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(6) The standard printed exception as to marital rights.

(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☐ (i) will not be amended or deleted from the title policy; or

☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

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C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☒ (1) Within 21 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: _____.
Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**
Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.
If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services,

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Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

☐ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money

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will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☒ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)

☒ (1) Buyer accepts the Property As Is.

☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

_____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Seller is a licensed Realtor, unrepresented. Brokerage Martha Turner Sotheby's International Realty is not a party in this transaction.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before September 30, 2021, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

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(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
(1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
(2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Legal Property Description: ABST 151 S MCKISSICK SUR LOT 19 FRIENDSWOOD FOREST
Seller is Quest Trust Company FBO for Tanya Langner IRA# 39701-11

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:
(1) Expenses payable by Seller (Seller's Expenses):
(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
(b) Seller shall also pay an amount not to exceed $_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

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21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 15355 Blackhawk BLVD
Friendswood TX 77546
Phone: 281-993-3411
E-mail/Fax: jarias@friendswood.com
E-mail/Fax: hvandine@friendswood.com

To Seller at: 17171 Park Row Suite 100
Houston TX 77084
Phone: 832-915-8401
E-mail/Fax: langner.tanya@gmail.com
E-mail/Fax:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☒ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Other (list):

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: Mary K ~~Fisher~~ Fischer
910 S Friendswood Dr Friendswood TX 77546
Phone: 281-996-3283
Fax:
E-mail: mfischer@friendswood.com

Seller's Attorney is:
Phone:
Fax:
E-mail:

Authentisign ID: D51FFFBB-E2AE-4183-88D4-6C7044D5F68D

EXECUTED the _____day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer City of Friendswood

Authentisign 08/19/2021
8/19/2021 7:47:02 PM CDT
Seller Quest Trust Company FBO for Tanya Langner IRA# 3970111

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-15. This form replaces TREC NO. 20-14.

This form is authorized for use by Tanya N Langner, a subscriber of the Houston Realtors Information Service, Inc. MLS
TRANSACTIONS

Authentisign ID: D51FFFBB-E2AE-4163-88D4-6C7044D5F68D

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm — License No.	Listing Broker Firm — License No.
represents ☐ Buyer only as Buyer's agent ☐ Seller as Listing Broker's subagent	represents ☐ Seller and Buyer as an Intermediary ☐ Seller only as Seller's agent
Associate's Name — License No.	Listing Associate's Name — License No.
Team Name	Team Name
Associate's Email Address — Phone	Listing Associate's Email Address — Phone
Paul Silverman — 0477073 Licensed Supervisor of Associate — License No.	Licensed Supervisor of Listing Associate — License No.
Other Broker's Address — Phone	Listing Broker's Office Address — Phone
City — State — Zip	City — State — Zip
	Selling Associate's Name — License No.
	Team Name
	Selling Associate's Email Address — Phone
	Licensed Supervisor of Selling Associate — License No.
	Selling Associate's Office Address
	City — State — Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____ is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent Stewart Title Received by _____ Email Address _____ Date/Time _____

Address 601 S Friendswood Dr #103 _____ Phone _____

City Friendswood State TX Zip 77546 _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ _____ Phone _____

City _____ State _____ Zip _____ _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $_____ additional Earnest Money in the form of _____ is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ _____ Phone _____

City _____ State _____ Zip _____ _____ Fax _____

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-10-2020

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

ABST 151 S MCKISSICK SUR LOT 19 FRIENDSWOOD FOREST Friendswood TX 77546
(Street Address and City)

Friendswood Forest, 281-745-4276
(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

☐ 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.

☐ 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.

☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.

☒ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed $ 0.00 and Seller shall pay any excess.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☐ Buyer ☒ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer City of Friendswood

Authentisign
12:47:04 PM CDT
Seller Quest Trust Company FBO for Tanya Langner IRA# 3970111

Buyer

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-9. This form replaces TREC No. 36-8.

Legal Description:
ABST 151 S MCKISSICK
SUR LOT 20
FRIENDSWOOD FOREST

706

Legal Description:
ABST 151 S MCKISSICK
SUR LOT 19
FRIENDSWOOD FOREST

0

Owner:
FRIENDSWOOD FOR
NEIGH COM

0

Owner:
LEISURE LANE
NEIGHBORHD COMM

0

Owner:
FIELDCREEK FOREST

1911

0

HARRIS
GALVESTON

Clear Creek

N CLEAR CREEK DR

S CLEAR CREEK DR

LEISURE LN

PARK LN

CARRIAGE CREEK LN

20 ft

798

607

608

701

705

0

609

606

605

604

602

603

601

505

700

704

703

650

1901

1903

1905

1907

1909

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

TM

Proposed Buyouts
Lot 19 & 20 North Clear Creek Drive

- Parcels
- HOA Properties
- Proposed Buyouts
- Buyouts

N
W E
S

0 0.03 0.05 0.1 Miles

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/25/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding ratifying the City Manager's signature on a contract to purchase 706 N. Clear Creek Drive, Friendswood, Texas, also known as Lot 20 of Friendswood Forest, a subdivision in Galveston County, Texas and authorize the City Manager to close on said property.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City has made an offer to purchase Lot 20 N. Clear Creek Dr. of Forest of Friendswood Subdivision. Some lots near this property are existing City Buyout properties. Several studies, including the "City of Friendswood Flood Vulnerability and Mitigation Study" by Dr. Phil Bedient, have demonstrated that terracing of land adjacent to Clear Creek prove to be a highly effective form of flood control. The property would be purchased for $385,000 utilizing Drainage Bond Funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This property would be considered for future flood control projects. A future hydrologic and hydraulic study would be able to determine the exact extent of the benefits from this particular property.

RECOMMENDATIONS

Staff recommends Council ratify the City manager's signature on the contract to purchase and authorize him to close on the subject property.

ATTACHMENTS

1. Lot 20 Fully Executed Contract
2. Proposed Buyout N Clear Creek Dr

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11-10-2020

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

EQUAL HOUSING OPPORTUNITY

1. PARTIES: The parties to this contract are Tanya Nicole Langner (Seller) and City of Friendswood (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot Lot 20 Block , Friendswood Forest Addition, City of Friendswood , County of Galveston , Texas, known as 706 North Clear Creek Drive, Friendswood, TX 77546 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items,** if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: All kitchen applicanes from residence at 706 North Clear Creek Drive, Friendswood, TX 77546.

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing .....$ 385,000

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum .....$

C. Sales Price (Sum of A and B) .....$ 385,000

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

TL

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5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Stewart Title Company, as escrow agent, at 601 South Friendswood Drive (address): $ 3,850 as earnest money and $ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $ _____ to escrow agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 3 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☑ Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 3.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(6) The standard printed exception as to marital rights.

(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☐ (i) will not be amended or deleted from the title policy; or

☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

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C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☑ (1) Within 21 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☑ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: _____. Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☑ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services,

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Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

☐ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money

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will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

☑ (1) Buyer accepts the Property As Is.

☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

_____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

_____:

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before September 30, 2021, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

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(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☑ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
(1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
(2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:
(1) Expenses payable by Seller (Seller's Expenses):
(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
(b) Seller shall also pay an amount not to exceed $_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
    A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
    B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
    C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
    D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
    E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

Authentisign ID: B0497454-A6AE-417B-A6EF-32496CDCF411

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: City of Friendswood	**To Seller at:** Tanya Langner
15355 Blackhawk Boulevard, Friendswood, TX 77546	706 North Clear Creek Drive, Friendswood, TX 77546
Phone: (281) 993-3411	Phone: (832) 915-8401
E-mail/Fax: jarias@friendswood.com	E-mail/Fax: langner.tanya@gmail.com
E-mail/Fax: hvandine@friendswood.com	E-mail/Fax:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☒ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: Mary K. Fischer	Seller's Attorney is:
910 South Friendswood Drive, Friendswood TX 77546	
Phone: (281) 996-3283	Phone: ( )
Fax: ( )	Fax: ( )
E-mail: mfischer@friendswood.com	E-mail:

Authentisign ID: B0497454-A6AE-417B-A6EF-32496CDCF411

EXECUTED the _____day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer City of Friendswood

Authentisign Tanya Langner
8/19/2021 10:32:51 AM CDT
Seller Tanya Langner

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-15. This form replaces TREC NO. 20-14.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm License No.

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Associate's Name License No.

Team Name

Associate's Email Address Phone

Licensed Supervisor of Associate License No.

Other Broker's Address Phone

City State Zip

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Listing Associate's Name License No.

Team Name

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____ is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $_____ additional Earnest Money in the form of _____ is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-10-2020

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

706 N Clear Creek DR Friendswood TX 77546
(Street Address and City)

Friendswood Forest HOA, 281-745-4276
(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

☐ 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.

☐ 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.

☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.

☒ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed $ N/A and Seller shall pay any excess.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☐ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer City of Friendswood

Authentisign Tanya Langner 11/10/2020 10:32:53 AM CDT
Seller Tanya Langner

Buyer

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-9. This form replaces TREC No. 36-8.

09-01-2019

TREC
TEXAS REAL ESTATE COMMISSION

APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

SELLER'S DISCLOSURE NOTICE

EQUAL HOUSING OPPORTUNITY

CONCERNING THE PROPERTY AT 706 N Clear Creek DR Friendswood
(Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller ☒ is ☐ is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? _____

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

N Range	N Oven	N Microwave
N Dishwasher	N Trash Compactor	Y Disposal
Y Washer/Dryer Hookups	Y Window Screens	Y Rain Gutters
N Security System	N Fire Detection Equipment	N Intercom System
	N Smoke Detector	
	N Smoke Detector-Hearing Impaired	
	N Carbon Monoxide Alarm	
	N Emergency Escape Ladder(s)	
N TV Antenna	Y Cable TV Wiring	N Satellite Dish
Y Ceiling Fan(s)	N Attic Fan(s)	N Exhaust Fan(s)
Y Central A/C	Y Central Heating	N Wall/Window Air Conditioning
Y Plumbing System	N Septic System	Y Public Sewer System
Y Patio/Decking	N Outdoor Grill	Y Fences
N Pool	N Sauna	N Spa N Hot Tub
N Pool Equipment	N Pool Heater	N Automatic Lawn Sprinkler System
N Fireplace(s) & Chimney (Wood burning)		N Fireplace(s) & Chimney (Mock)
N Natural Gas Lines		N Gas Fixtures
N Liquid Propane Gas	N LP Community (Captive)	N LP on Property
Garage: 3 Attached	Not Attached	N Carport
Garage Door Opener(s):	1 Electronic	0 Control(s)
Water Heater:	1 Gas	Electric
Water Supply: Y City	N Well N MUD	N Co-op

Roof Type: Composition Age: 11 years (approx.)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? ☒ Yes ☐ No ☐ Unknown. If yes, then describe. (Attach additional sheets if necessary):

The Far right garage door is not longer level.

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?* ☐ Yes ☒ No ☐ Unknown. If the answer to this question is no or unknown, explain (Attach additional sheets if necessary):

* Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information. A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing impaired and specifies the locations for the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Interior Walls	N Ceilings	N Floors
N Exterior Walls	N Doors	Y Windows
N Roof	Y Foundation/Slab(s)	N Sidewalks
N Walls/Fences	N Driveways	N Intercom System
N Plumbing/Sewers/Septics	N Electrical Systems	N Lighting Fixtures
Other Structural Components (Describe):		

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):
There is a large crack in the foundation at the left center of garage. It does not appear to affect the structure.
(2) window panes have a crack in them.

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Active Termites (includes wood destroying insects)	N Previous Structural or Roof Repair
N Termite or Wood Rot Damage Needing Repair	N Hazardous or Toxic Waste
Y Previous Termite Damage	N Asbestos Components
Y Previous Termite Treatment	N Urea-formaldehyde Insulation
Y Improper Drainage	N Radon Gas
N Water Damage Not Due to a Flood Event	N Lead Based Paint
Y Landfill, Settling, Soil Movement, Fault Lines	N Aluminum Wiring
N Single Blockable Main Drain in Pool/Hot Tub/Spa*	N Previous Fires
	N Unplatted Easements
	N Subsurface Structure or Pits
	N Previous Use of Premises for Manufacture of Methamphetamine

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):
Previous owner did termite treatment.
For drainage, the city has the defects documented via email and in person evaluations. The bank is collapsing.

* A single blockable main drain may cause a suction entrapment hazard for an individual.

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair? [X] Yes (if you are aware) [ ] No (if you are not aware). If yes, explain (attach additional sheets if necessary).
The yard, all of it.

6. Are you (Seller) aware of any of the following conditions?* Write Yes (Y) if you are aware, write No (N) if you are not aware.

Y Present flood insurance coverage

N Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir

Y Previous water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

Y Located (X) wholly ( ) partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)

N Located ( ) wholly ( ) partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))

Y Located (X) wholly ( ) partly in a floodway

N Y Located ( ) wholly ( ) partly in a flood pool

N Located ( ) wholly ( ) partly in a reservoir

Harvey:

If the answer to any of the above is yes, explain (attach additional sheets if necessary): The home at an estimated 2' of water in the living space. Tropical Storm Beta flooded the garage roughly 2 feet.

*For purposes of this notice:

"100-year floodplain" means any area of land that:

(A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map;

(B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and

(C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that:

(A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and

(B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation of more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

7. Have you (Seller) ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)?* [ ] Yes [X] No. If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

8. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the property? [ ] Yes [X] No. If yes, explain (attach additional sheets as necessary): _____

Authentisign ID: F50F5C57-A103-4F59-82B9-0B0D26403612

9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.

Y Homeowners' Association or maintenance fees or assessments.

Y Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.

N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

N Any lawsuits directly or indirectly affecting the Property.

N Any condition on the Property which materially affects the physical health or safety of an individual.

N Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

N Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):
$25.00/ YR HOA fees include access to private boat ramp. I owe for 2020 and 2021 at the time this form was completed.
Although not characterized as a tidally influenced flood zone, there is a section on the northwest corner where the water flows southeast with a tremendous amount of power, enough to bend steel.

10. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

11. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

Authentisign Tanya Langner 08/24/2021

Signature of Seller Date Signature of Seller Date

Tanya Langner

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser Date Signature of Purchaser Date

City of Friendswood

This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2019. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC NO. OP-H

This form is authorized for use by Tanya N Langner, a subscriber of the Houston Realtors Information Service, Inc. MLS

InstanetFORMS TREC No. OP-H

Legal Description:
ABST 151 S MCKISSICK
SUR LOT 20
FRIENDSWOOD FOREST

706

Legal Description:
ABST 151 S MCKISSICK
SUR LOT 19
FRIENDSWOOD FOREST

0

Owner:
FRIENDSWOOD FOR
NEIGH COM

0

Owner:
LEISURE LANE
NEIGHBORHD COMM

0

Owner:
FIELDCREEK FOREST

1911

HARRIS
GALVESTON

Clear Creek

N CLEAR CREEK DR

S CLEAR CREEK DR

LEISURE LN

PARK LN

CARRIAGE CREEK LN

20 ft

0 700 702 703 704 705 706 707 608 607 606 605 604 603 602 601 701 609 650 505 1901 1903 1905 1907 1909

TM

Proposed Buyouts
Lot 19 & 20 North Clear Creek Drive

- Parcels
- HOA Properties
- Proposed Buyouts
- Buyouts

N
W E
S

0 0.03 0.05 0.1 Miles

City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/30/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on the City Hall Studio Project and authorize its related agreement with Ford AV.

Originating Department: Information Technology

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The room behind the Council Chambers is being renovated and repurposed into a PEG Channel studio. As the City's PEG programming and online media presence is expanding, the need to have a dedicated production studio space is becoming a necessity. Audio visual as well as functional upgrades are being made to the space and it will be utilized by every department in the organization. Funding source for the expense will be General Fund restricted PEG fees revenue.

Upgrades to include:

Furniture for video production and meeting space
Equipment rack
Audio System
Video System
Lighting System

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Ford AV Proposal

REVISED September 1, 2021

DRAFT

Mr. James O'Brien
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

RE: Media Studio

Dear Mr. O'Brien:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

A. Introduction
B. Description of Work and Responsibilities
C. Installation Schedule
D. Equipment List
E. Cost Summary and Terms
F. Guarantees and Limitations of Warranty
G. Training and Documentation
H. Building Construction and Installation
I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **TIPS Contract, #200904**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford unless ordered by the Texas Attorney General. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Douglas Hill
Senior Account Manager

Voice: 713-690-0555
Email: hilld@fordav.com
Website: www.fordav.com

FORD AUDIO-VIDEO SYSTEMS, LLC

Christopher Ford, E.E.
Division Manager

Proposal

For

City of Friendswood, Friendswood, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for The City of Friendswood, Texas (Customer) in their remodel project:

1. MEDIA STUDIO

a. EQUIPMENT RACK

1) One (1) 3-bay AV credenza in the finish of "Timberwolf" with two (2) 14-space equipment racks with power distribution shall be provided and installed in the media studio to house the AV equipment. Three (3) 4-RU storage drawers and one (1) 2-RU storage drawer shall be provided and installed in the third bay.

a) The Customer is responsible for providing electrical power and a live network drop to the rack location.

b. AUDIO SYSTEM

1) Four (4) 6.5" 2-way speakers shall be provided and flush mounted in the ceiling to provide audio reinforcement in the room.

2) One (1) 50-watt, 70-volt, audio amplifier shall be provided and installed in the equipment rack to power the speakers.

3) One (1) 8-flex channel output with USB port digital signal processor (DSP) shall be provided and installed in the equipment rack for audio signal routing, equalization, feedback suppression, echo cancellation, and compression as needed. The DSP shall be VoIP capable.

a) The network drop for VoIP calls is the responsibility of the Customer.

4) One (1) 8-port POE network switch shall be provided and installed in the equipment rack for AV use only.

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5) One (1) 2'x2', 8-lobe beam forming array microphone shall be provided and ceiling installed in the conference room to provide audio coverage in the room.

c. VIDEO SYSTEM

1) One (1) digital media switcher with 7-inputs and 2-outputs and an integrated control processor shall be provided and installed in the equipment rack to allow media switching and routing to the displays.

2) One (1) 82" 4K resolution, flat panel display with one (1) articulating mount shall be provided and installed on the front wall of the room to show Customer provided content.

a) The Customer is responsible for providing electrical power and wall blocking to support the weight of the display and mount.

3) One (1) 65" 4K resolution, flat panel display with one (1) articulating mount shall be provided and installed on the front wall of the room to show Customer provided content.

a) The Customer is responsible for providing electrical power and wall blocking to support the weight of the display and mount.

4) One (1) pan/tilt/zoom (PTZ) camera with LAN output, as well as SDI and HDMI outputs, shall be provided and installed below the 82" display to provide room camera coverage for web-conferencing on the owner furnished equipment (OFE) PC.

5) One (1) wireless collaboration device shall be provided and installed in one (1) of the equipment racks. The collaboration device shall be connected to the OFE guest WiFi and allow users to present content wirelessly.

6) One (1) OFE computer shall be installed in one (1) of the Ford provided equipment racks to be a source to the media switcher, and be utilized for Soft Codec web conferencing. The OFE wireless mouse and keyboard shall be placed on the credenza of the conference room.

7) One (1) HDMI input plate shall be provided and installed on the front wall above the credenza, and shall be a source to the media matrix switcher.

8) One (1) OFE Comcast cable box shall be installed in the equipment rack and be a source to the media switcher.

a) The cable TV feed to the rack location is the responsibility of the Customer.

9) One (1) SDI input plate shall be provided and installed on the side wall of the conference room, and one (1) RG6 SDI cable shall connect the input plate to the OFE Black Magic router located in the first floor IDF for PEG channel.

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d. CONTROL SYSTEM

1) One (1) control system processor as provided with the media switcher shall be installed in the equipment rack to route the AV sources and to provide control of the AV components.

2) One (1) 10" touchscreen shall be provided, installed on the wall at the credenza in a location to be determined by the Customer and Ford, and programmed to control the following:

a) Flat panel displays – power on/off

b) Source Selection – HDMI Wall input, wireless collaboration device, OFE PC, Cable TV

c) Audio – Volume Up/Down, Dial, Answer, Disconnect call

d) Cable TV- cable channel selection

e. LIGHTING SYSTEM

1) Four (4) sections of low-profile C-channel strut in white shall be provided and installed below the ceiling to allow attachment of light fixtures to illuminate two (1) production areas with both front and back lighting. Sixteen (16) lighting track tamers with sixteen (16) 5/8" pin adapters shall be provided and handed to the Customer to attached studio lights.

a) The Customer is responsible to provide sufficient power in the ceiling to the studio lights. Ford shall notify the Customer of the recommended power needs.

2) Ten (10) 1x1 LED, dual color light fixtures shall be provided with the following accessories:

a) Ten (10) soft-boxes

b) Ten (10) cloth sets for the soft boxes

c) Ten (10) 40° "egg-crates" for the soft-boxes

d) Ten (10) DMX communication modules

3) Six (6) 5" LED Fresnel light fixtures with barn doors shall be provided and installed in the light strut for lighting the set as necessary.

4) Three (3) light stands shall be provided and handed to the Customer to place lights on the floor as necessary.

5) Ford shall hang and focus the necessary fixtures to cover two (2) productions areas. Area 1 shall include space for a single talent and a display on the back wall in an

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over the shoulder (OTS) arrangement. Area 2 shall be for single or dual talent on a neutral background.

6) One (1) light controller with DMX output shall be provided and installed in the credenza rack to control the installed light fixtures using DMX. DMX outputs shall be installed in the light grid, as well as on the two (2) production area walls.

f. OPTIONAL - UPS

1) One (1) 1650W UPS with 8 outlets shall be provided and installed in the credenza equipment rack.

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.

b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.

d. Existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.

e. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

f. Providing and preparing adequate space for the location of all equipment included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.

g. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged

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operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.

h. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.

i. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.

j. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.

3. FORD SHALL BE RESPONSIBLE FOR:

a. Providing line drawings for systems and equipment manuals electronically at no cost

b. Fabrication and installation of audio and video systems

c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems

d. Installation of low voltage audio and video wiring for systems

e. Electronic testing of audio systems

f. Tuning of audio processors

g. Testing and alignment of video systems

h. Training

i. Warranty service

j. Providing as-built drawings with wire numbers and labels

4. PREVENTATIVE MAINTENANCE

a. Ford shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture

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lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.

b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

C. INSTALLATION SCHEDULE

1. Ford will provide system drawings, purchase and fabricate equipment, program control software, and do in-shop testing. The in-shop work will take approximately eight (8) to ten (10) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take one (1) week. The total time required to complete the project is approximately ten (10) weeks from agreement execution. The completion of Ford's work may depend upon the facility being secure, dust-free, air-conditioned, and quiet.

2. For Ford to meet the above completion schedule, it is important the Customer warrants there are no interruptions in the availability of the job site for Ford to perform its work. Additionally, a failure of the Customer to respond timely to Ford's written requests for information or Customer- approval of submittals will delay the project. Ford schedules its work force weeks in advance in order to meet installation completion dates. The Customer shall notify Ford's Project Manager in the event the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

VIDEO EQUIPMENT **(TIPS CONTRACT, #200904)**

Quantity	Description	Price	Extension
1.00	C2G.39710 PANE,HDMI,DECORA,PIGTAIL,WHITE	20.00	20.00
1.00	MERS.SP-8100-E1 ACCE,POD,GEN3,4USER,1 YR WARR	1,019.00	1,019.00
1.00	CRES.DMPS34K250 4K DM SWTCHR/PROCESSOR/DSP	4,800.00	4,800.00
1.00	CRES.HDEXT3CB TRAN,HDMI/232,EXT,TWISTED,BLK	600.00	600.00
1.00	CRES.DMRMC4KZ10 RECE,DM,4K60 ROOM CNTRL	540.00	540.00
1.00	SAMS.QE82T DISP.MON,82",4K,DIRECT LIT UHD	3,100.00	3,100.00
1.00	SAMS.QB65R DISP,65",4K,UHD,LED/LCD,350NIT	1,094.00	1,094.00
2.00	CHIE.TS525TU MOUN,THIN SWING ARM (LARGE)	492.00	984.00
1.00	QSC.PTZ-12X72 CAME,PTZ,12X ZOOM,72 DEGREE NE	3,131.00	3,131.00
		Sub Total	15,288.00

CONTROL EQUIPMENT **(TIPS CONTRACT, #200904)**

Quantity	Description	Price	Extension
1.00	CISC.SG35010MPK DATA,10-PORT GIGABIT POE MANA	542.00	542.00

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1.00	CRES.TSW1070BS 10.1" WALL MNT TOUCHSCREN BK	1,680.00	1,680.00
1.00	CRES.IRP2 AV,PROBE,IR,W/O,DIODE,PRO2/AV2	30.00	30.00
		Sub Total	2,252.00

AUDIO EQUIPMENT **(TIPS CONTRACT, #200904)**

Quantity	Description	Price	Extension
1.00	SHUR.MXA910W-US MIC,2'X2',CEIL ARRAY,W/INT DPS	4,219.00	4,219.00
1.00	CRES.AMP15070 AMP,1CH,50W,70V	300.00	300.00
4.00	CRES.SAROSIC6TW SAROS 6.5" 2-WAY IN-CEILING S	138.00	552.00
1.00	QSC.CORE8FLEX DSP, 8FLEX AEC + USB BRG + NET	1,875.00	1,875.00
		Sub Total	6,946.00

RACK/PWR/ACC EQUIPMENT **(TIPS CONTRACT, #200904)**

Quantity	Description	Price	Extension
1.00	MIDD.U1V 1SP VENTED UTILITY SHELF	43.00	43.00
1.00	MIDD.U2V RACK,2 SPACE VENTED RACKSHELF	58.00	58.00
1.00	MIDD.U3V RACK,3 SPACE VENTED RACKSHELF	65.00	65.00
1.00	MIDD.CUSTOM1 MIDD ATLANTIC 3 BAY CREDENZA	4,065.00	4,065.00
2.00	SURG.SX-DS-158 DEFENDER SERIES SURGE PROTECTO	159.00	318.00
1.00	EXTR.70-1097-01 BOX,1 GANG SURMACE MOUNT,BLK	112.00	112.00
3.00	MIDD.U4V RACK,4 SPACE VENTED RACKSHELF	80.00	240.00
2.00	COVI.LOGOPANEL PANE,1RU,FORD LOGO,W/RJ45C6	24.00	48.00
28.00	MISC RACKING HARDWARE	14.00	392.00
		Sub Total	5,341.00

LIGHTING SYSTEM **(TIPS CONTRACT, #200904)**

Quantity	Description	Price	Extension
16.00	CITY.520 HARD, TRACK TAMER W/HEX NUT	45.00	720.00
40.00	MISC LIGHT PIPE & RIGGING	21.00	840.00
10.00	LITE.935-1023 ASTRA 6X BI-COLOR LED PANEL	944.00	9,440.00
10.00	LITE.900-3502 5 PIN XLR/DMX MODULE	255.00	2,550.00
16.00	MATT.MSE-429779 5/8" BABY PIN 3/8" THREAD	11.00	176.00
1.00	CHAU.RDMXSPLIT8 RDM/DMX OPTO SPLITTER	406.00	406.00
1,000.00	WEST.DA252402 2PR,24,STND,SHLD,CMP,TIND,AES/	1.00	1,000.00
6.00	LITE.960-3303 STUDIO X3 100W FRESNEL W/DMX	2,465.00	14,790.00
10.00	LITE.900-0032 ASTRA SNAPBAG SOFTBOX	247.00	2,470.00
10.00	LITE.900-0027 ASTRA CLOTH SET FOR SOFTBOX	81.00	810.00
10.00	LITE.900-0028 40 DEG SNAPBAG ASTRA SOFTBOX	225.00	2,250.00
3.00	LITE.900-3031 LIGHTING STAND W/MINI BABY PIN	77.00	231.00
1.00	CHAM.QUICKQ10 LIGH,CONSOLE,1DMX512,ETHER	1,763.00	1,763.00
		Sub Total	37,446.00

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MISC HARDWARE & BULK WIRE

Quantity	Description	Price	Extension
1.00	CRIMPS, TIES & LABELS	75.00	75.00
1.00	CABLES & CONNECTORS	520.00	520.00
1.00	MOUNTING HARDWARE	370.00	370.00
1.00	RACKING HARDWARE	225.00	225.00
250.00	WEST.254246AF WIRE,4PR,CAT6A,F/UTP,PLN,SH	.90	225.00
250.00	WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP	.34	85.00
200.00	WEST.25225B WIRE,2C,16G,PLENUM,GRAY	.24	48.00
500.00	BELD.1695A WIRE,RG6/U,#18,75OHM,PLEN,CATV	1.12	560.00
16.00	MISC LIGHT FIXTURE ACCESSORIES	50.00	800.00
		Sub Total	2,908.00

INTEGRATION SERVICES **(TIPS CONTRACT, #200904)**

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY		26,806.00
		Sub Total	26,806.00

Merchandise:	70,181.00
Integration:	26,806.00
Other:	.00
Freight:	.00
Sales Tax:	.00
Total Amount:	96,987.00

OPTIONAL – UPS

RACK/PWR/ACC **(TIPS CONTRACT, #200904)**

Quantity	Description	Price	Extension
1.00	MIDD.UPS-2200R POWE,RACK,UPS 2200VA/1650W	1,514.00	1,514.00
		Sub Total	1,514.00

Merchandise:	1,514.00
Integration:	.00
Other:	.00
Freight:	.00
Sales Tax:	.00
Total Amount:	1,514.00

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E. COST SUMMARY AND TERMS

PROPOSED TOTAL:	$96,987.00	
OPTIONAL – UPS:	$1,514.00	
PREVENTATIVE MAINTENANCE:	$709.00	
ALTERNATIVE LEASING OPTION:	$3,030.00	(estimated monthly payment)

TAXES: No taxes have been included in the project 'Total Amount,' unless specifically showing on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of the **TIPS Contract, #200904**.

100% invoiced upon completion.

All invoices are due Net 30.

ALTERNATIVE LEASING OPTION:

As an alternate to the payment terms identified above, Ford offers a leasing option for the equipment and work defined in this proposal. This proposal provides an approximate monthly payment for hardware, software, and services based upon the contract type and duration of the projected payments in months. Additional monthly durations are available upon request. The pricing in this proposal is valid for thirty (30) days from the date on this proposal.

The payment for a 36-month lease, based on the 'Total Amount' shown above is approximately, $3,030.00, subject to credit approval and terms of the lease agreement. This amount is subject to change based on the final lease agreement conditions, the stipulations of the leasing company, and any contract change orders. The estimated monthly lease payment does not include any optional pricing outlined in this proposal. The actual lease payment and duration of the lease will be confirmed upon final selection of options by the Customer. Contract change orders can be added to the lease amount. Any change orders will affect the financed payment amount, duration of the lease agreement, or both the financed amount and lease agreement duration.

If the Customer finances this system, Customer's payment obligations for the system will be with the finance company. The Customer will have no obligation to pay Ford upon Customer granting authorization to the finance company to disburse funds to Ford.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total

project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation; Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

COMMENCEMENT OF WORK:

Ford must receive the enclosed contract signed by the Customer and/or a Customer provided and Ford approved purchase order that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-SOLICITATION:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

a. Equipment will be new, unless noted otherwise.

b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.

d. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).

e. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.

f. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.

g. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

   Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.

h. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, including adjustments or changes to the Software, will not be covered under this warranty statement. Re-calibration of settings will be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.

i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.

j. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair.

k. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system, including any changes to the Software, will invalidate the warranty.

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l. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.

m. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

2. OWNER-FURNISHED EQUIPMENT (OFE):

a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.

b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.

c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.

d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.

e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

a. Ford will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.

b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.

c. Ford shall provide a training agenda for scheduled training.

d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description, of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.

b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.

c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.

d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.

e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.

f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.

g. All training curriculum and components will be developed and executed by a Ford Master Trainer.

h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.

i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.

2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.

3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.

2. Demonstration of system performance will be during the training session.

3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of Friendswood who are authorized to accept the system as complete and make final payment.

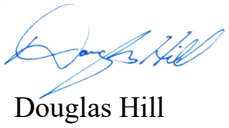
This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford unless ordered by the Texas Attorney General.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Douglas Hill
Senior Account Manager

Voice: 713-690-0555
E-mail: hilld@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF FRIENDSWOOD

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of Friendswood and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of $96,987.00, for the purchase and installation of equipment and services described in the attached proposal.

OPTIONAL – UPS:	$1,514.00	
PREVENTATIVE MAINTENANCE:	$709.00	_____ Customer Accepts
ALTERNATIVE LEASING ESTIMATED MONTHLY PAYMENT:	$3,030.00	_____ Customer Accepts

City of Friendswood and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

We do both agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC	CITY OF FRIENDSWOOD
_____	_____
Douglas Hill Senior Account Manager	Authorized Signature
_____	_____
Christopher Ford, E.E. Division Manager	Printed Name and Title
_____	_____
Date	Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/31/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding amendments to the City's Appointment Policy for Boards, Committees, and Commissions.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item has been added at the request of Councilmember Scott. As you know, the Appointment Policy governs the process by which volunteers are appointed to various boards and commissions.

Recently, the residency provision contained in Section 4.06, has come into question. This item has been added to seek clarity and direction from Council on whether or not a volunteer should reside in Friendswood in order to serve on a committee.

Please note, certain boards and committees, such as P&Z, ZBOA, etc. do require residency in order to serve.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

For boards and committees, in which residency is not statutorily required, stipulating volunteers must reside within the City in order to serve may impact available candidates.

RECOMMENDATIONS

Seeking Council direction.

ATTACHMENTS

1. Policy for Appointment to City Boards - Amended 2021 05 03

APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

CITY OF FRIENDSWOOD ADMINISTRATIVE POLICIES AND PROCEDURES

ADOPTED AUGUST 5, 1996
AMENDED JUNE 19, 2000
AMENDED JUNE 26, 2006
AMENDED FEBRUARY 5, 2007
SUSPENDED JULY 12, 2010
RE-ADOPTED & AMENDED JANUARY 5, 2015
AMENDED JULY 10, 2017
AMENDED JULY 02, 2018
AMENDED AUGUST 06, 2018
AMENDED NOVEMBER 04, 2019
AMENDED DECEMBER 07, 2020
AMENDED MAY 3, 2021

CITY OF FRIENDSWOOD

ADMINISTRATIVE POLICIES AND PROCEDURES

Appointments to City Boards, Commissions, and Committees

I. PURPOSE

It is the desire and intent of the Friendswood City Council to encourage and support citizen participation in the governing of the affairs of the City. Service through membership on a City board, commission, or committee is a valued and important opportunity for participation in an advisory capacity. To these ends, this policy sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee those appointments.

The Friendswood Charter gives the Mayor the authority to appoint special committees as he/she deems advisable and as instructed by the Council (City Charter Section 3.05). Special committees established for specific purposes are usually of limited duration and the Council may apply these policies and procedures to said committees as deemed necessary.

II. POLICY

This policy sets forth the comprehensive process for appointments to the City's boards, commissions, and committees, including advertising for candidates, application forms, and processing information to the City Council; appointment timetable; attendance records; letters of appointment; oaths of office; and letters of appreciation.

III. COUNCIL LIAISONS

The Mayor and City Council may annually appoint a councilmember to serve as a liaison to various boards, commissions, and committees. Liaison appointments will generally be made no later than the second regular meeting of the Council following the May General election. The Council Liaison shall serve as a conduit of information between the City Council and the board, commission, or committee. An information sheet listing all standing boards, commissions, and committees that may have an assigned Council Liaisons) is included as Exhibit A. A synopsis of most of the City's standing boards, commissions, and committees is included as Exhibit B.

IV. PROCEDURES

Sec. 4.01. Uniform Appointment Date

The City of Friendswood shall create or amend orders in such a manner that will allow for appointments to be effective on one of two uniform dates in July or November.

Sec. 4.02. Applicable Laws and Ordinances

All boards, commissions, and committees shall act in accordance with the authority granted to them through applicable state law, charter provision, and/or directives an policies of the City Council.

Some members of boards, commissions, and committees are considered officers because of their special responsibilities and decision-making duties, and as such, will require increased levels of commitment and responsibility. The boards, commissions, and committees whose members are considered officers are:

- Planning and Zoning Commission,
- Zoning Board of Adjustment,
- Construction Board of Adjustment and Appeals, and
- Charter Review Commission.

Sec. 4.03. Terms of Office

Each term of service on a board, commission or committee will be for a three-year period unless otherwise directed by Council or otherwise provided by law, except for the Charter Review Commission, which is a six-month term and Zoning Board of Adjustment, which requires a 2-year term by statute (LGC 54.033 and 211.008). No member/officer shall be elected to serve as Chair or Vice Chair for more than four terms unless otherwise directed by Council. Beginning with the most recent amendment and re-adoption of this policy on July 10, 2017, all existing board, commission or committee member's terms start at year zero.

Sec. 4.04. Oaths of Office

Oaths of Office appropriate to the position held and in accordance with the provisions of Section 6.05 of the City Charter (Every officer of the City, whether elected or appointed, before entering upon the duties of office, shall take and subscribe to the appropriate oath or affirmation to be filed and kept in the office of the City Secretary) will be administered to all newly appointed or reappointed members at their first regular meeting or as soon as possible after appointment. Arrangements to receive oaths of office at another time may also be made at the discretion of the City Secretary or whomever is authorized by law to give the oath such as a notary public. The following boards, commissions or committees are subject to this section:

- Planning & Zoning Commission,
- Zoning Board of Adjustment ,
- Construction Board of Adjustment and Appeals, and
- Charter Review Commission.

Sec. 4.05. Rules and Regulations

All boards, commissions, and committees shall follow procedures of conduct set out in Robert's Rules of Order. All board, commission, and committee meetings shall have an agenda and record the action by keeping minutes. Advisory boards, commissions, and committees shall not be required to comply with the Texas Open Meetings Act. However, the following boards, commissions or committees are subject to Texas Open Meetings Act:

- Planning and Zoning Commission,
- Zoning Board of Adjustment,
- Construction Board of Adjustment and Appeals,
- Friendswood Downtown Economic Development Corporation, and
- Charter Review Commission.

Some boards, commissions, and committees may desire or be directed to adopt rules of procedure, all such rules of procedure and subsequent amendments shall be approved by the City Council.

Sec. 4.06. Appointment of Officers/Members

Officers or members of each of the City's boards, commissions, and committees will be appointed in accordance with any applicable ordinances, state laws, or City Charter. The positions of Chair and Vice Chair may be rotated following the appointment and reappointment time frame, but may not serve more than four consecutive terms, unless otherwise approved by Council. Officers of the Planning and Zoning Commission, Zoning Board of Adjustment, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and the Charter Review Commission are required to be a resident of Friendswood. Members of advisory boards, or committees are not required to be a resident of the city; however, a quorum of members from those advisory boards or committees must never be from outside of the city. The City Secretary shall include all newly appointed officers/members in the City's Boards, Commissions, and Committees' rosters.

Sec. 4.07. Providing and Maintaining Records

The City Secretary's office shall keep an up-to-date official record of pertinent information on each board, commission, and committee in an official notebook. City Staff Liaisons to the boards, commissions, and committees will work with the City Secretary's Office to provide up-to-date information of names, addresses, and telephone numbers for their boards, commissions, and committee members. The City Secretary's Office is responsible for maintaining the City's historical list of boards, commission and committee members.

Sec. 4.08. Attendance Policy and Records

Attendance records shall be maintained by all City Staff Liaisons providing support to the various City boards, commissions, and committees and input into the City's centralized meeting, agenda, and minute program; said attendance records can also be made available upon request to the boards, commissions, and committees members at each regular meeting.

Staff liaisons will work with the City Secretary's Office to ensure that attendance records are correct and available for Council review at the time of the appointment / reappointment process.

It shall be the responsibility of each member to attend meetings regularly. Three consecutive unexcused absences or the absence of an advisory board or committee member from more than 50 percent of the meetings in a six-month period shall be cause for Council to consider the removal of said member for excessive absences. Three consecutive unexcused absences or the absence of a member considered to be an officer from more than 20 percent of the meetings in a six-month period shall be cause for Council to consider the removal of said member for excessive absences.

Attendance at all regular meetings, special meetings, and work sessions by each board, commission, and committee member will be recorded, and absences shall be noted as excused or unexcused by the Chair; examples of excused absences include but are not limited to: illness, business reasons, death of family members, etc.

Sec. 4.09. Information Packets

Each applicant shall receive a welcome letter and packet of information about the committee, its purpose, members, meeting schedule and location, and any other information, such as rules of procedure, as requested. Additionally, the City Secretary's Office will provide each newly appointed board, commission, and committee member with a copy of the City's Volunteer Guidebook. Each individual will complete the guidebooks acknowledgement of receipt form and only one form is required for the individual for the duration of his/her time on the board, committee commission.

V. Appointments

Sec. 5.01. Applications

All citizens interested in being appointed or reappointed to a board, commission or committee must have an up-to-date application on file or submit a completed application to the City Secretary via its paper or online application. New applications will be forwarded to the Staff Liaison of the appropriate board, commission or committee. At the established time, applications will be distributed by the City Secretary's Office to the Mayor and City Council.

Upon request, the City Secretary shall provide an application and a background check disclosure and authorization form to citizens, as well as, information sheets on the various boards, commissions, and committees. A background check is required upon initial appointment and for reappointment.

The City Secretary shall advertise an invitation to citizens to submit an application indicating their interest and qualifications to serve on a board, commission, or committee at least once a year, or as needed, in the news media, social media, internet, and/or as otherwise directed by City Council.

The two regularly scheduled appointments cycles are as follows:

JULY:

- Planning and Zoning Commission,
- Zoning Board of Adjustment,
- Construction Board of Adjustment and Appeals,
- Library Board of Trustees,
- Community and Economic
- Development Committee, and
- Charter Review Commission (to be appointed in July every 5 years or as called by Council).

NOVEMBER:

- Fourth of July Steering Committee,
- Keep Friendswood Beautiful,
- Senior Citizen Advisory Committee, and
- Investment Committee.

All applications submitted to the City Secretary will be date stamped, e-mailed to the Staff Liaison to the committee(s) and will be retained by the City Secretary for a period in compliance with the

City's records retention schedule. The applications will be used in making appointments to boards, commissions, and committees for expiring terms of office and as vacancies occur.

The City Secretary will send a letter to each board, commission, and committee member who has an expiring term of office to determine if the member wishes to be considered for reappointment and/or to update the application on file.

Sec. 5.02. Appointment Process

By the end of May and September of each year, the City Secretary will notify the Staff Liaison what members/officers would like to be reappointed and who would not. The Staff Liaison will contact the Council Liaison to discuss the candidates for appointment/reappointment. Council liaisons, chairpersons, vice chairpersons, staff, or other members/officers may interview new candidates to be considered prior to the appointments. The Council Liaison to the board, commission or committee will contact the Mayor on the proposed appointments/reappointments and obtain his concurrence.

The Council Liaison will notify the City Secretary who will then prepare an Agenda Item form for the July or November Council meeting to have the appointments/reappointments approved by Mayor and Council.

Appointments shall be made to boards, commissions, and committees at the regular monthly Council meeting in July and November or as soon thereafter as possible. Appointments will be effective July and November, respectively.

A congratulatory letter and welcome packet with related forms will be prepared by the City Secretary's Office for all newly appointed or reappointed members to the City's boards, commissions, and committees. An example of said welcome packet is hereto included as Exhibit C. Appreciation letters will be sent by the City Secretary to all individuals who were not appointed.

All members/officers of the boards, commission and committees must complete Open Meetings Act (OMA) Training and Public Information Act Training administered by the Texas Attorney General within 90 days as required by law and must provide their certificate of completion to the City Secretary's office. Members/officers may designate the City Secretary as the public information coordinator to satisfy the training requirements of the Texas Public information Act.

Sec. 5.03. Selection Criteria

Members selected should not only be qualified, but also show a desire and commitment to serve in the capacity they are appointed. The selection of members to boards, commissions, and committees shall be made considering the stated interest and desire of the applicant to serve, as well as, other criteria as deemed appropriate by the Council and may include but is not limited to: the applicant's availability, qualifications, personal background, and any special skills he/she may have.

Sec. 5.04. Filling Vacancies

Vacancies on boards, commissions, and committees caused by resignations will be filled throughout the year as they occur in order to complete unexpired terms of office. When a vacancy occurs, the Staff Liaison of the board, commission, or committee shall notify the City Secretary.

Appointments to fill vacancies will be made at a Council meeting by a majority of City Council from the list of applicants provided on the Agenda Item form completed by the City Secretary.

Should there be no current applicants for the vacancy, the City Secretary shall follow the procedures previously described to seek new applicants.

EXHIBIT A
FRIENDSWOOD CITY COUNCIL LIAISONS

COMMITTEE	COUNCIL MEMBER
Clear Creek Watershed Steering Committee	Main Liaison: Alternate:
Community & Economic Development Committee	Main Liaison: Alternate:
4th of July Steering Committee	Main Liaison: Alternate:
Galveston County Commissioners Court	Main Liaison: Alternate:
Galveston County Consolidated Drainage District	Main Liaison: Alternate:
Galveston County Mayors' & Councils' Association (GCMCA)	All City Council Members
Gulf Coast Authority	Main Liaison: Alternate:
Houston-Galveston Area Council (H-GAC)	Main Liaison: Alternate:
Harris County Commissioners Court	Main Liaison: Alternate:
Harris County Mayors' and Councils' Association (HCMCA)	All City Council Members
Homeowner's Associations	City Manager's Office/Staff
Keep Friendswood Beautiful (KFB)	Main Liaison: Alternate:
Library Board	Main Liaison: Alternate:
Planning and Zoning Commissions	Main Liaison: Alternate:
Senior Citizens Advisory Committee	Main Liaison: Alternate:
Zoning Board of Adjustment	Main Liaison: Alternate:
Investments Committee	No Liaison Required
Construction Board of Adjustment & Appeals	No Liaison Required
Charter Review Commission	No Liaison Required

EXHIBIT B

SYNOPSIS OF STANDING BOARDS, COMMISSIONS, AND COMMITTEES

PLANNING AND ZONING COMMISSION			
Number of Members:	7 regular	**Term of Office**:	3-years, overlapping terms
Established by:	City Code, Chapter 2 "Administration", Article II "Boards, Committees and Commissions", Division 3 "Planning and Zoning Commission, Section 2-69; LGC Chapters 211 & 212		
Appointed by:	City Council		
Regular Meetings:	2nd and 4th Thursday of the month		
Time:	7:00 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair & Vice Chair selected every 3 years by Commission members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Community Development - Department Head and staff.		
Council Liaison:	Yes, appointed by City Council		
Duties of the Commissions: The Commission shall submit recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map: any request for a specific use permit or planned unit development any change or amendment to the subdivision ordinance: and any related request by Council. In public meeting, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.			

ZONING BOARD OF ADJUSTMENT			
Number of Members:	5 regular & 4 alternates	**Term of Office:**	2-years, overlapping terms
Established by:	City Code, Appendix C, Sections 10-13; LGC Sections 211.008 – 211.011		
Appointed by:	City Council		
Regular Meetings:	As needed		
Time:	4th Tuesday of the month, as needed, unless a holiday falls during the week of the meeting date, and date is moved to the 3rd Tuesday of the month.		
Location:	Friendswood City Hall		
Officers:	Chair& Vice Chair elected every 2 years by members. Officers will be appointed for two-year terms as required by statute (LGC 54.033 and 211.008). Chair and Vice Chair may not serve more than four terms, unless otherwise approved by Council.		
Compensation:	None		
Staff Support:	Building Official, City Planner and Development Coordinator		
Council Liaison:	No		
Duties of the Commissions: This board hears and rules on requests for appeals, special exceptions and variances to the Zoning Ordinance and authorizes variances from the zoning ordinance when not contrary to the public interest. This board also serves as the appeals board for Fire and Life Safety Codes, Flood Damage Prevention Code (City Code, Section 34-41), and Building and Standards Commission (BASC) (City Code, Section 14-319).			

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS			
Number of Members:	7 regular & 2 alternates (if desired)	**Term of Office:**	3-years
Established by:	City Code, Chapter 14 "Buildings and Building Regulations", Article II "Standard Building Code", Section 105.1		
Appointed by:	City Council		
Regular Meetings:	As needed		
Time:	7:00 P.M.		
Location:	Friendswood City Hall		
Officers:	Chair& Vice Chair are selected every two years by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Compensation:	None		
Staff Support:	Building Official		
Council Liaison:	No		
Duties of the Commissions: The Construction Board of Adjustments and Appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large front the building industry and one member at-large from the public.			

FRIENDSWOOD PUBLIC LIBRARY ADVISORY BOARD			
Number of Members:	7 regular & 3 alternates	**Term of Office:**	3-years, overlapping terms
Established by:	Ordinance No. 173; effective November 22, 1972		
Appointed by:	City Council		
Regular Meetings:	3rd Tuesday of the month, as needed		
Time:	7:00 P.M.		
Location:	Friendswood Public Library		
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Compensation:	None		
Staff Support:	Library Director and designated Library staff		
Council Liaison:	Yes; appointed by City Council		
Duties of the Commissions: To establish general library policy, represent the public and its interest in the operation of the library, secure from the people of Friendswood support for the Library, and to interpret the needs of the people to the City Council.			

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE			
Number of Members:	7 regular	**Term of Office**:	3-years, overlapping terms
Established by:	Council Action on February 15, 1993		
Appointed by:	City Council		
Regular Meetings:	1st Wednesday of the month		
Time:	3:30 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for a three-year term following the appointment and		

	reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.
Ex Officios:	Chamber of Commerce Representative and Planning and Zoning Commission Representative
Staff Support:	Assistant City Manager and/or his/her designee
Council Liaison:	Yes, appointed by City Council
Duties of the Commissions: To encourage commercial and industrial developments which are compatible with the image of Friendswood; provide recommendations to the City Council regarding codes, ordinances, policies, and procedures that assist economic development and conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the city's interest, needs, and image.	

CHARTER REVIEW COMMISSION			
Number of Members:	7 regular	**Term of Office:**	6-months
Established by:	City Charter, Section 11.09 "Charter Review Commission"		
Appointed by:	City Council, every five years		
Regular Meetings:	3rd Tuesday of the month, as needed		
Time:	7:00 P.M.		
Location:	Friendswood City Hall		
Officers:	Chair and Vice Chair are selected by members.		
Compensation:	None		
Staff Support:	City Manager, City Attorney and City Secretary		
Council Liaison:	No		
Duties of the Commissions: To (1) inquire into the operation of the City government under the Charter provisions and determine whether any such provisions require revision, to include public hearings as needed; (2) propose, if it deems desirable, amendments to this Charter to improve the effective application of the Charter to current conditions; and (3) report its findings and present its proposed amendments, if any, to the Council.			

FOURTH OF JULY STEERING COMMITTEE			
Number of Members:	20 regular	**Term of Office**:	3-years, overlapping terms
Established by:	Council Action		
Appointed by:	City Council		
Regular Meetings:	3rd Wednesday of the month		
Time:	6:00 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation and/or his/her designee		
Council Liaison:	Yes, appointed by City Council		
Duties of the Commissions: To assist staff in organizing, planning, coordinating, and overseeing the annual City of Friendswood Fourth of July activities and any other related functions requested by the City Council.			

KEEP FRIENDSWOOD BEAUTIFUL			
Number of Members:	20 regular & 2 alternates	**Term of Office**:	3-years, overlapping terms
Established by:	City Council January 15. 1973, as Civic Beautification Committee City Council, January 25, 2010, from Community Appearance Board to Keep Friendswood Beautiful Committee		
Appointed by:	City Council		
Regular Meetings:	4th Tuesday of the month		
Time:	6:30 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation and/or his/her designee		
Council Liaison:	Yes, appointed by City Council		
Duties of the Commissions: To enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image. The KFB directs and coordinates management and planning of its projects and education of the community: recommends budget and project priorities to City Council: seeks grants for funding opportunities: makes suggestions for conserving and protecting natural resources: and performs such other duties as the City Council may reasonably request. Keep Friendswood Beautiful also serves as the advisory committee for the City's Storm Water Management Program (last updated 2014) per TCEQ.			

SENIOR CITIZEN ADVISORY COMMITTEE			
Number of Members:	8 regular & 1 alternate	**Term of Office**:	3-years, overlapping terms
Established by:	Council Action (1993)		
Appointed by:	City Council		
Regular Meetings:	2nd Tuesday of the month		
Time:	9:00 A.M.		
Location:	Activities Building, 416 Morningside		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation and/or his/her designee		
Council Liaison:	Yes, appointed by City Council		
Duties of the Commissions: To advise the City Council in all matters pertaining to Friendswood's Senior Citizens Program: acquaints itself with and makes a continuous study and review of the program: recommends the adoption of policies for the program: recommends to the City Council rules and regulations governing the program: makes recommendations to the City Council and City Manager and reasons therefore: and performs other duties as the City Council may reasonably request			

INVESTMENT COMMITTEE			
Number of Members:	3 regular & No alternates	**Term of Office**:	3-years
Established by:	Council Action (January 1997)		
Appointed by:	City Council		
Regular Meetings:	Quarterly		
Time:	4:00 P.M. or at the Request of the Chair		

Location:	Friendswood City Hall / Administrative Services Department
Compensation:	None
Officers:	Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.
Staff Support:	Director of Administrative Services and/or his/her designee
Liaison/Deputy	City Manager
Council Liaison:	No
Duties of the Commissions: To assist staff in organizing, planning, coordinating, and overseeing the annual City of Friendswood Fourth of July activities and any other related functions requested by the City Council.	

EXHIBIT C

DATE

NAME
ADDRESS
BLOCK

DEAR (NAME):

On behalf of the Mayor and City Council, congratulations, on your recent appointment to the _____. Your term commences _____, and will expire on _____. It is at that time that you will be eligible for reappointment to another full ____-year term, should you and the City Council desire to do so. Your attendance is very important, so an attendance record is kept at each meeting; therefore, it is your responsibility to attend the meetings regularly and notify the staff liaison of your absence as soon as possible.

Please note that your appointment requires the completion and filing of the documents/trainings noted below, and they are:

1. Oath of Office and Statement of Elected/Appointed Officer;
2. Public Information Act Training and/or the Appointment of Public Information Coordinator;
3. Public Access Option;
4. Open Meeting Act Training; and
5. Volunteer Guidebook Acknowledgement Page.

If you require assistance with these documents or processes, please visit our City Secretary's Office located at 910 S. Friendswood Drive, where staff will be happy to assist you. Should you have any questions, please do not hesitate in contacting the Friendswood City Secretary, at 281-996-3270 or via email at **citysecretary@friendswood.com**.

Thank you for your time and service.

Sincerely yours,

_____

City Secretary

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the _____ for the City of Friendswood, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and the charter and ordinances of this city, so help me God.

_____
Officer's Signature

_____
Printed Name

SWORN TO and subscribed before me by on this_____day of _____, _____.

_____
Signature of Person Administering Oath

(Seal)

_____
Printed Name

_____
Title

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, _____, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

_____ _____
Date Officer's Signature

_____ Friendswood, Galveston/Harris
Position to Which Elected/Appointed City and/or County

TEXAS GOVERNMENT CODE SECTION 552.024
PUBLIC ACCESS OPTION FORM

[Note: This form should be completed and signed by the public official no later than the 14th day after the public official is elected or appointed.]

_____
(Name of Appointed/Elected Official)

_____
Title

_____
Board/ Commission to Which Elected / Appointed

The Public Information Act allows employees, public officials and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information:

	PUBLIC ACCESS?	
	NO	YES
Home Address		
Home Telephone Number		
Personal Cell Phone Numbers		
Emergency Contact Information		
Social Security Number		
Family Member Information		

_____
Officer's Signature

_____
(Date)

APPOINTMENT OF THE PUBLIC INFORMATION COORDINATOR PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT

THE STATE OF TEXAS §
COUNTIES OF §
GALVESTON/HARRIS §

The City Secretary of the City of Friendswood, Texas, is primarily responsible for administering the responsibilities of the public official or governmental body of the City under the Texas Public Information Act. As such, pursuant to Section 552.012(c) of the Texas Government Code, I _____ as a member of the _____ of the City of Friendswood, Texas, hereby appoint the City Secretary as the public information coordinator to satisfy my training requirements of the Texas Public Information Act.

Signed this _____ day of _____, _____

_____
(Name of Appointed/Elected Official)

_____
Title

THE STATE OF TEXAS §
COUNTIES OF §
GALVESTON/HARRIS §

BEFORE ME, the undersigned authority, this day personally appeared _____, a member of the _____ of the City of Friendswood, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of this office this _____ day of _____, _____.

(SEAL)

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

TO: Board, Commission or Committee Member
FROM: _____, City Secretary
SUBJECT: Texas Open Meetings Act

****

During the Regular Session of the 79th Legislature, the Legislature enacted legislation which, among other actions, amended the Texas Open Meetings Act (TOMA). Effective January 1, 2006, the new law requires public elected/appointed officials who are members of a governmental body to receive training concerning its responsibilities with regard to the Texas Open Meetings Act. The Act stipulates that training must be completed within 90 days from the date the oath of office is taken.

To fulfill the training requirement, you will need to do the following:

1) Watch the training video

To access the training video, please follow this link to the OAG's website:
https://www.texasattorneygeneral.gov/open-government/open-meetings-act-training

At the conclusion of the training video, you will be presented with an identification code/number. Please record this code/number as it will be used to obtain your course certificate.

If you do not have access to the internet, please contact the City Secretary's Office at 281-996-3270, to request a DVD copy of the video.

2) Print the course certificate

To obtain your course certificate, please follow this link:
https://www2.texasattorneygeneral.gov/forms/openrec/og_certificates.php

3) Mail, fax, email, or deliver the certificate to the City of Friendswood City Secretary's Office

Mail/Deliver: 910 S. Friendswood Drive, Friendswood, Texas 77546-4856
Fax: 281-482-1634
Email: citysecretary@friendswood.com

Thank you for taking the time to be in compliance with the Texas Open Meetings Act. Should you have any questions in regards to this process, the training or your board member paperwork, please contact our offices, at (281) 996-3270.

ACKNOWLEDGEMENT OF RECEIPT
OF THE
CITY OF FRIENDSWOOD
VOLUNTEER GUIDEBOOK

I hereby acknowledge receipt of the City of Friendswood Volunteer Guidebook, and that I am responsible for knowing and following the policies and procedures contained therein. I, also, understand the City of Friendswood Volunteer Guidebook may be modified at any time and I will be responsible staying abreast of those updates when notified.

_____
Date Received

_____
Volunteer Signature

_____
Printed Name

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed resolution approving revisions to the City of Friendswood Sports Field Use Policy.

Originating Department: Parks and Recreation

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Consider a resolution adopting revisions to the City of Friendswood Sports Field Use Policy, which provides for the provisions under which the city's sports fields may be rented and used. Revisions to the policy include:

- Administrative Cleanup (Department Titles, League Dates/ Length of Schedules, and Rental Fees)

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The policy for Use of Athletic Facilities and Fields includes procedures, regulations and guidelines for the use of athletic facilities and fields, as well as addressing priority usage. The policy also ensures organizations that have a historical presence in the community, to have the ability to schedule use of a field or facility to provide a recreational service or to meet a community recreational need.

RECOMMENDATIONS

Staff recommends the Mayor and Council approve the Resolution as presented.

ATTACHMENTS

1. Resolution No. 2021-XX - Policy and Procedures Athletic Facility and Field Use
2. Exhibit A - Policy and Procedures Athletic Facility and Field Usage 7.20.09 - Working Copy mkf1

RESOLUTION NO. R2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING A "POLICY FOR USE OF ATHLETIC FACILITIES AND FIELDS" FOR THE CITY OF FRIENDSWOOD, TEXAS; ADOPTING PROCEDURES, REGULATIONS AND GUIDELINES FOR USE OF ATHLETIC FACILITIES AND FIELDS; AND REPEALING ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * * * * * * *

WHEREAS, the City of Friendswood develops and maintains athletic facilities and fields to serve the residents of Friendswood; and

WHEREAS, the City Council has determined a need for the adoption of a new comprehensive policy to ensure that all athletic facilities and fields are equitably utilized in a safe and efficient manner; and

WHEREAS, attached hereto is that certain City of Friendswood "Policy for Use of Athletic Facilities and Fields" which document contains procedures, regulations and guidelines for use of athletic facilities and fields, as well as addressing priority usage by organizations that have a historical presence in the community and require the ongoing, scheduled use of a field or facility to provide a recreational service or to meet a community recreational need.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. That certain City of Friendswood "Policy for Use of Athletic Facilities and Fields" a true and correct copy of which is attached hereto and for all things made a part hereof, is hereby adopted.

Section 3. That the Director of Parks and Recreation shall maintain copies of such "Policy for Use of Athletic Facilities and Fields", which shall be made available, upon payment of the reasonable costs of publication thereof, to any person requesting same. The Director is further directed to periodically evaluate and review such standards and, when deemed necessary and appropriate, recommend changes to the City Council.

Section 4. That all other resolutions inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED AND RESOLVED on this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

Exhibit A

POLICY AND PROCEDURES ATHLETIC FACILITY AND FIELD USAGE

Statement of Purpose

The policy for use of Friendswood Athletic Facilities and Fields is composed of procedures, regulations and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner. The City of Friendswood develops and maintains Athletic Facilities and Fields to serve the residents of Friendswood.

The City of Friendswood recognizes that certain benefits are derived from consistent use, improvements and maintenance of Athletic Facilities and Fields by organizations that have had a historical presence in the community, relationship with the City of Friendswood and a record of putting the recreational interests of Friendswood residents first, without discrimination or exclusion. Thus, priority use of athletic facilities is traditionally reserved for groups, associations or organizations that satisfy these expectations and require the ongoing, scheduled use of a facility to provide a recreational service or to meet a community recreational need.

Preliminary Fee Structure and Scheduling

No individual or business may utilize a City facility to profit personally and/or professionally unless authorized by the Director of Parks and Recreation. All Non-Primary user groups shall pay the appropriate fee for each new session. No user group may utilize the athletic fields or facility for practice or games unless a permit is secured and the appropriate fee is paid in advance for field use.

Scheduling of the athletic fields shall be the responsibility of the Director of Parks and Recreation. When fields are used for league play, the Director of Parks and Recreation may delegate the scheduling responsibility to a designated league official for each field and/or the entire complex for the duration of the permitted use.

Primary User Group:

- The Primary User Group is defined as the youth sports organization for a particular sport that has the largest number of registered Friendswood participants enrolled in an open non-exclusive (everyone is eligible to participate) program. In order to be designated as the Primary User Group the applicant organization must meet the following criteria:

  1. Must have a valid constitution and bylaws and call for open meetings, election of officers, disclosures of financial records of their membership to the City of Friendswood and demonstration of affiliation in good standing with a particular youth sports governing body.

2. Must contain clearly documented bylaws that the group is a Friendswood base group with outlined boundaries for selecting a minimum of 85% of all participants of its current membership residing within the corporate city limits of the City of Friendswood.

3. Must secure a signed Facility Use Permit from the Director of Parks and Recreation.

Once officially designated as the Primary User Group by the Director of Parks and Recreation, the Primary User Group:

1. Has the Authority to schedule field or athletic facility time for their organization and other users of the respective park complex.
2. When scheduling the request of user groups the request will be considered once the primary user group has completed their registration and scheduling for that particular sport and/or activity.
3. Shall provide to the Director of Parks and Recreation a reasonable set of procedures for receiving written submissions for athletic facility or athletic field time requests.
4. Registration numbers for primary user groups must be turned in two weeks before their first scheduled practice. Registration numbers should be in the form of a spread sheet containing the name, address and subdivision of each perspective player.
5. Submittal of field maintenance and capital improvement records must be submitted within 30 days of the end of the permit.

Primary User Group Designation:

Primary User Group designation will be determined by the population of the largest user group based on the season when the greatest numbers of individuals participate in a particular sport as follows:

Baseball - Spring, Fall, Registration Deadline - Two weeks before their first scheduled practice.
Softball - Spring, Fall, Registration Deadline - Two weeks before their first scheduled practice.
Football - Fall, Registration Deadline - Two weeks before their first scheduled practice.
Soccer - Spring, Fall, Registration Deadline - Two weeks before their first scheduled practice.
Swimming - Summer, Registration Deadline - Two weeks before their scheduled practice.
Lacrosse - Spring, Registration Deadline - Two weeks before their first scheduled practice.

Procedure for Securing Athletic Facility or Athletic Field Time:

Submit request in writing to the Director of Parks and Recreation if a Primary User Group has not been designated for a particular athletic facility or athletic field.

Submit request in writing to the Primary User Group and the Director of Parks and Recreation if a Primary User Group has been designated for a particular athletic facility or athletic field.

The request will be considered once the registration for that particular sport and/or activity has been completed.

Request Deadline - All requests must be submitted within ten (10) days after the Registration Deadline for each activity.

Priority Scheduling Criteria:

The Primary User Group will receive priority scheduling.

Any and all previous resident permit holders for a particular sport and/or activity shall receive secondary preference for priority scheduling.

New resident programs that are non-exclusive shall receive priority scheduling after the Primary User Group and all previous resident permit holders have been assigned priority scheduling.

Resident Select Teams shall receive priority scheduling once all non-exclusive resident programs have been considered.

Non-Resident User Groups shall receive the least consideration for priority scheduling.

The Board of Directors of the Primary User Group must act upon the request within ten (10) days from the Request Deadline. The Board of Directors of the Primary User Group shall provide a written response to the request to the Director of Parks and Recreation and the requestor.

If the request is denied, the Board of Director's must provide a written explanation to the Director of Parks and Recreation and the requestor for their decision to deny the request.

If the request is approved, the requestor must secure a signed Facility Use Permit from the Director of Parks and Recreation. Liability Insurance, naming the City of Friendswood as an "additional insured" must be provided to the Director of Parks and Recreation before a permit will be issued.

Any facility or field use request that is denied by the Primary User Group may be appealed to the Director of Parks and Recreation. .

All appeals must be presented to the Director of Parks and Recreation within five (5) days from the time the request was denied by the Primary User Group.

The Director of Parks and Recreation may override a positive or negative recommendation of the Primary User Group if the Director determines that the decision of the Primary User Group is not in the best interest of the citizens of Friendswood. The Director of Parks and Recreation shall provide a written decision within five (5) days from the receipt of the appeal. The Director of Parks and Recreation decision on the appeal will be final.

Friendswood user groups are defined as groups where 80% or more of the registered participants enrolled in the group or organization reside within the corporate city limits of the City of Friendswood.

Non-Friendswood user groups are defined as groups where more than 20% of the registered participants enrolled in the group or organization reside outside of the corporate city limits of the City of Friendswood.

Teams, coaches, individuals, groups and/or businesses wishing to use Centennial Park, Corporal Steven Schulz Sportspark, Renwick Park, and/or any other City of Friendswood playing field for tournaments and/or special events, shall pay the following fees to the City of Friendswood for daily or weekend usage per playing field:

Rate	Daily Rate	Evening Rate (5:30-11:00pm)
Resident	$20/hr per field	$30/hr per field
Non-Resident	$40/hr per field	$50/hr per field

* A gate fee may be applied at the discretion of the Director of Parks and Recreation

** *NOTE* ** All user groups wishing to use any City of Friendswood athletic facility or playing field must acquire a permit from the Director of Parks and Recreation. All user groups are required to provide proof of liability insurance naming the City of Friendswood as an additional insured. The liability insurance must meet the State of Texas minimum requirements.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/16/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed resolution dedicating the use of real property as Municipal Park Land and declaring its acceptance and inclusion into Stevenson Park and repealing all other resolutions inconsistent or in conflict herewith.

Originating Department: Parks and Recreation

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood recently acquired Buyout Property located at 4 Emerald Circle, 222 Shadewell and 301 West Castlewood. The Parks and Recreation Department wishes to expand the boundaries of Stevenson Park to accept these properties as additional acreage to be included into Stevenson Park and to dedicate the same to municipal park use.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The acquired property provides additional park acreage which will allow the Parks Department to program more activities and provide additional amenities.

RECOMMENDATIONS

Staff recommends the Mayor and Council approve the Resolution as presented.

ATTACHMENTS

1. Resolution No. 2021-XX - Emerald Circle, Shadewll and Castlewood Props into Stevenson Park
2. 4 Emerald Circle Exhibit A
3. Shadwell addition to Stevenson Park Exhibit B
4. 301 Castlewood Exhibit C

RESOLUTION NO. R2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DEDICATING THE USE OF REAL PROPERTY AS MUNICIPAL PARK LAND AND DECLARING ITS ACCEPTANCE AND INCLUSION INTO STEVENSON PARK AND REPEALING ALL OTHER RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * * * * * * *

WHEREAS, by virtue of that certain deed dated October 4, 1973, and recorded by Instrument Number 98183, Book 2417, Pages 178 through 181, of the Deed Records of Galveston County, Texas, the City of Friendswood, Texas (the "City") acquired an approximately 10.6941 acre parcel of land from the Estate of Earl V. Stevenson, to be used as a public park, which park is located at the intersection of South Friendswood Drive and Shadwell Lane and known as "Stevenson Park"; and

WHEREAS, subsequent dedications have been made over the years adding additional acreage to Stevenson Park; and

WHEREAS, the City is the owner and holder of certain properties located at 4 Emerald Circle, 222 Shadwell Lane and 301 West Castlewood; and

WHEREAS, the City Council wishes to expand the boundaries of Stevenson Park to accept these properties as additional acreage to be included into Stevenson Park and to dedicate the same to municipal park use.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the City Council of the City of Friendswood, Texas, hereby declares that 4 Emerald Circle, being .731 acres known as Part of Lot 16, Block 5, Friendswood Subdivision, a subdivision in Galveston County, Texas, according to the map of record in Volume

7, Page 20 of the Map Records of Galveston County, Texas, this tract having a 30ft wide road easement along the Northeast line containing .114 acres shall be and it is hereby accepted as additional acreage to be included into Stevenson Park and that the same is dedicated to municipal park use. Metes and bounds description of this property is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2. That the City Council of the City of Friendswood, Texas, hereby declares that 222 Shadwell Lane, being 5.18 acres know as Part of Lots Twelve (12) and Thirteen (13), in Block Five (5), of Friendswood Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238, Page 14 and transferred to Plat Record 7, Map No. 20 in the Office of the County Clerk of Galveston County, Texas, shall be and it is hereby accepted as additional acreage to be included into Stevenson Park and that the same is dedicated to municipal park use. Metes and bounds description of this property is attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3. That the City Council of the City of Friendswood, Texas, hereby declares that 301 West Castlewood, being 2.563 acres know as all that certain tract or parcel of land out of Lots Nine (9) and Ten (10) in Block Three (3) in Friendswood, a subdivision in the Sarah McKissick or J.R. Williams League in Galveston County, Texas, according to the map or plat of said subdivision of record in Volume 238, Page 14 in the Office of the County Clerk of Galveston County, Texas, shall be and it is hereby accepted as additional acreage to be included into Stevenson Park and that the same is dedicated to municipal park use. Metes and bounds of this property is attached hereto as Exhibit "C" and made a part hereof for all purposes..

Section 4. Upon passage of this Resolution, the City Manager shall direct that any and all necessary actions be taken in order to re-define the boundaries of Stevenson Park so as to reflect the inclusion of the properties located at 4 Emerald Circle, 222 Shadwell Lane and 301 West Castlewood as described herein.

Section 5. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED AND RESOLVED on this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

Exhibit "A"

Tract I:

A metes and bounds description of part of Lot 16, Block 5, Friendswood Subdivision, a subdivision in Galveston County, Texas, according to the map of record in Volume 7, Page 20 of the Map Records of Galveston County, Texas, more fully described as follows:

BEGINNING at a point in the centerline of a 40 ft. wide road for the West corner of Lot 16, Block 5, of the Friendswood Subdivision, located in Sarah McKissack League, Galveston County, Texas;

THENCE S. 43 deg. 35 min. E. 495.00 ft. along the Southwest line of said Lot 16 to a 1/2 inch iron rod for the place of beginning of a 0.731 acre tract hereinafter described;

THENCE S 43 deg. 35 min. E. 165.00 ft. to a 3/8 inch iron rod for the South corner of this said tract and said Lot 16;

THENCE N. 46 deg. 25 min. E. 193.00 ft. along the Southeast line of said Lot 16, to a 3/4 iron pipe for the East corner of this tract;

THENCE N. 43 deg. 35 min. W. 165.00 ft. to a 1/2 inch iron rod for the North corner of this tract;

THENCE S. 46 deg. 25 min. W. 193.00 ft. to the PLACE OF BEGINNING and containing 0.731 acres, more or less.

TRACT II: ROAD EASEMENT

This tract having a 30 ft. wide road easement along the Northeast line being more fully described as follows:

BEGINNING at a 1/2 inch iron rod for the North corner of said 0.731 acre tract;

THENCE S. 46 deg. 25 min. W. 30.0 ft. to a 1/2 inch iron rod for the West corner of this

tract; THENCE S. 43 deg. 35 min. E. 165.0 ft. to a 1/2 inch iron rod for the South corner

of this tract; THENCE N. 46 deg. 25 min. E. 30.0 ft. to a 3/4 inch iron pipe for the East

corner of this tract;

THENCE N. 43 deg. 35 min. W. 165.0 ft. to the PLACE OF BEGINNING, and containing 0.114 acres, more or less.

Exhibit “B"

Part of Lots Twelve (12) and Thirteen (13), in Block Five (5), of Friendswood Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238, Page 14 and transferred to Plat Record 7, Map No. 20 in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/ 2 inch iron rod found at the West corner of said Lot 13, same being the North corner of Lot 12, the South corner of Lot 16 and the East corner of Lot 1 in said Block 5;
THENCE South 45 degrees 00 minutes 00 seconds West, along the common lines between said Lots 1 and 12 at a distance of 152. 00 feet pass a 1/ 2 inch iron rod found for reference and continue in all a total distance of 185. 00 feet to a point for corner on the North bank of Coward's Creek;
THENCE Southeasterly with the meanders of Coward' s Creek with the following courses and distances;
Thence South 67 degrees 27 minutes 15 seconds East, a distance of 98. 63 feet to a point;
Thence South 87 degrees 50 minutes 07 seconds East, a distance of 30. 31 feet to a point;
Thence South 67 degrees 21 minutes 07 seconds East, a distance of 159. 86 feet to a point;
Thence South 38 degrees 28 minutes 19 seconds West, a distance of 151. 17 feet to a point;
Thence South 34 degrees 33 minutes 38 seconds East, a distance of 203. 59 feet to a point;
Thence North 25 degrees 00 minutes 00 seconds East, a distance of 85. 00 feet to a point;
Thence South 79 degrees 13 minutes 20 seconds East, a distance of 254. 50 feet to a point for corner in the Southerly East line of Block 12;
THENCE North 45 degrees 00 minutes 00 seconds West, along the Southwest line of a 60 foot platted road at a distance of 30. 00 feet pass a 1/ 2 inch iron rod found on line and continue in all a total distance of 90. 00 feet to a 1/ 2 inch iron rod found;
THENCE North 45 degrees 00 minutes 00 seconds East, along said platted road at 30. 00 feet pass a 1/ 2 inch iron rod found at the common corner of Lots 12 and 13 and continue in all a distance of 260. 67 feet to a 1/ 2 inch iron rod found;
THENCE North 45 degrees 00 minutes 00 seconds West, a distance of 570. 00 feet to a 3/ 4 inch iron pipe found in the Northwest line of Lot 13;
THENCE along said Northwest line of Lot 13, a distance of 230. 67 feet to the Place of Beginning and containing 5. 18 acres of land, more or less.

Exhibit “C”

301 W Castlewood Ave, Friendswood, TX 77546

Part of Lot One (1), Block Five (5), Friendswood Subdivision, a subdivision in Galveston County, Texas, according to the map or plat recorded in Volume 238, Page 14 and transferred to Plat Record 7, Map No. 20 in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of said Lot One (1), Block Five (5), and being South 45 deg. 00 min. 00 sec, East a distance of 20.00 feet from the North corner of said Lot One (l);

THENCE South 45 deg; 00 min.00 sec. East along the Northeast line of said Lot One (1), a distance of 640.00 feet to an iron rod marking the East corner of said Lot One (l);

THENCE South 45 deg, 00 min. 00 sec. West along the Southeast line of said Lot One (1) a distance of 172.00 feet to the center Linc of Coward's Creek;

THENCE upstream along the center line of Coward's Creek as follows:

South 76 degrees 20 minutes 07 seconds West 106.25 feet

North 69 degrees 02 minutes 02 seconds West 40,38 feet

North 26 degrees 15 minutes 11 seconds West 86.27 feet

North 31 degrees 57 minutes 47 seconds West 38.65 feet

North 38 degrees 34 minutes 10 seconds East 68,30 feet

North 11 degrees 48 minutes 09 seconds West 19.17 feet

North 55 degrees 01 minutes 20 seconds West 59,48 feet

North 23 degrees 23 minutes 51 seconds West 48.80 feet

North 76 degrees 01 minutes 17 seconds West 113.14 feet

North 62 degrees 17 minutes 01 seconds West 138,66 feet

South 87 degrees 12 minutes 29 seconds West 32.03 feet

THENCE North 45 deg, 00 min. 00 sec, West 50.00 feet to an iron rod in the Southeast right-of-way line of Castlewood Drive;

THENCE North 45 deg. 00 min. 00 sec. East 280.00 feet to the Place of Beginning and containing 3.3 acres of land, more or less.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/31/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed resolution amending the Planning and Zoning Commission Rules of Procedure.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission took the opportunity to update their Rules of Procedure following City Council's action to update their rules in order to keep them similar per Section 2-71. Changes to the public comment and public hearing processes are the most significant changes.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

None

RECOMMENDATIONS

The Commission voted 6 to 0 (Commissioner Perrry was absent) in favor of the amendments with one correction, which was incorporated into the final resolution. The one change was to specify ten (10) calendar days on page 5 regarding agenda items submittal deadline to staff.

ATTACHMENTS

1. Resolution 2021-XX PZ Rules of Procedure

RESOLUTION NO. R2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING RULES OF PROCEDURE FOR THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, PURSUANT TO AUTHORITY CONTAINED IN SECTION 2-3 OF THE CODE OF THE CITY OF FRIENDSWOOD, TEXAS; AND REPEALING RESOLUTION NO. R2020-17.

* * * * * * * * * *

WHEREAS, the Commission shall have the power to make rules, regulations, and bylaws for its own government, which shall conform as nearly as possible with those governing the city council, and such rules, regulations and bylaws shall be subject to approval by the council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The following rules of procedure shall govern all meetings and proceedings of the Planning and Zoning Commission ("Commission") of the City of Friendswood, Texas, and the conduct of its members and persons in attendance at such meetings:

FRIENDSWOOD PLANNING AND ZONING COMMISSION RULES OF PROCEDURE

1. AUTHORITY

1.1 **Code.** Pursuant to the provisions of Section 2-71 of the Friendswood Code of Ordinances, the Planning and Zoning Commission enacts these rules of procedure for all meetings of the Commission of the City of Friendswood, Texas.

1.2 During any regular or special commission meeting, a reasonable opportunity shall be given to the citizens of the City to be heard, including, but not limited to those matters under consideration. The rules of procedure are enacted as guidelines to be followed by all persons in the Council Chamber, including City administrative staff, news media and visitors.

2. GENERAL RULES

2.1 **Meetings to be Public.** All official meetings of the Commission shall be open to the public pursuant to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

2.2 **Quorum.** Four or more members of the Commission is considered a majority of the members of the Commission and shall constitute a quorum for the transaction of business.

2.3 **Compelling Attendance**. No member shall be excused from attendance at a Commission meeting except for good valid reasons.

2.4 **Minutes of Meetings**. An account of all proceedings of the Commission shall be kept by the Secretary and shall be entered in a book constituting the official record of the Commission.

2.5 **Questions to Contain One Subject**: All questions submitted for a vote shall contain only one subject.

2.6 **Right of floor**. Any member desiring to speak shall be recognized by the Presiding Officer and shall confine his/her remarks to the subject under consideration or to be considered and will not be interrupted.

2.7 **City Planner**. The City Planner shall attend all meetings of the Commission, unless excused. He/she may make recommendations to the Commission and shall have the right to take part in all discussion of the Commission but shall have no vote.

2.8 **City Attorney**. The City Attorney shall attend all meetings of the Commission unless excused and shall, upon request, give an opinion, either written or oral, on questions of law. The City Attorney shall act as the Commission's parliamentarian.

2.9 **Secretary.** The Secretary shall attend all meetings of the Commission unless excused and shall act as the reading and recording secretary of the Commission, shall keep the official minutes and perform such other duties as may be requested and assigned by the Chairperson and/or the City Planner. The Secretary shall keep a copy of these rules available for reference.

2.10 **Sergeant at Arms.** The highest-ranking police officer of the Friendswood Police Department in attendance at any meeting of the Commission, shall be, and is hereby, designated and appointed as the Sergeant at Arms for such meeting.

2.11 **Suspension of Rules.** Any provision of these rules not governed by the City Charter or Code may be temporarily suspended by the affirmative vote of a four or more members of the Commission present.

2.12 **Amendment of Rules.** These rules may be amended, or new rules adopted by the recommendation of the Commission and subject to approval by Council with an affirmative vote of four or more members of the City Council.

3. TYPES OF MEETINGS

3.1 **Regular Meetings.** Per Section 2-71 of the Friendswood Code of Ordinances, the Commission shall hold regular and special meetings open to the public. Effective 2021, the Commission shall meet in the Council Chambers of the City Hall on the second and fourth Thursday of each month, commencing at 7:00 o'clock p.m., provided one or more complete applications have been submitted requiring their consideration. In the event Thursday falls on a holiday, the meeting for that day shall be rescheduled as determined by the Commission. Any meeting of the Commission may be recessed from hour to hour for a period of time not to exceed 24 hours, by a majority vote of the members present at such meeting, and such recessed meeting shall be held without further notice.

3.2 **Special Meetings.** Special meetings of the Commission shall be called at the request of the Chairperson, the City Planner, or four (4) members of the Commission. In the event of a special called meeting, the City Planner shall notify each member of the Commission. Special meetings may be held at City Hall, or another location.

4. PRESIDING OFFICER AND DUTIES

4.1 **Presiding Officer.** The Chairperson, or in his/her absence, the Vice Chairperson, shall preside as chairperson, or presiding officer at all meetings of the Commission. In the absence of both the Chairperson and Vice Chairperson, and with a quorum being present, any commissioner may be appointed by the Chairperson or a majority of the Commission to preside, i.e., four or more members of the Commission.

4.2 **Call to Order.** The meetings of the Commission shall be called to order by the Chairperson, or in his/her absence the Vice Chairperson, and in the absence of both the Chairperson and the Vice Chairperson, the meeting shall be called to order by the presiding officer.

4.3 Preservation of Order. The presiding officers shall (i) preserve order and decorum, (ii) prevent insulting references to Commissioners, impugning of other member's motives, and repetitious comments and (iii) confine remarks to the question under discussion.

4.4 Substitution for Chair. The Chairperson may call upon the Vice Chairperson, or if he/she is unavailable, then any other member to take his/her place, for the portion of a meeting, such substitution is not to continue beyond adjournment.

4.5 Points of Order. The presiding officer shall determine all points of order, subject to the right of any member to appeal to the Commission. If any appeal is taken, then questions shall be, "Shall the decision of the presiding officer be sustained? If a four or more members present vote "No", the ruling of the Chairperson is overruled; otherwise, it is sustained.

4.6 Questions to be stated. The presiding officer shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon the request of any member.

4.7 Call for Recess. Any meeting of the Commission may be recessed from hour to hour for a period of time not to exceed 24 hours, by an affirmative vote of four or more members of the Commission present at such meeting, and such recessed meeting shall be held without further posted notice amended.

4.8 Votes. Commissioners shall clearly indicate their vote on each matter submitted to a vote.

a) The Chairperson may make or second motions, and shall vote on all matters before the Commission, unless otherwise prohibited by law.

b) Neither the Chairperson, the Vice-Chairperson, nor any Commissioner appointed to preside, shall have any power to either recess a meeting or adjourn a meeting, or prevent the Commission from considering an agenda item or lay the same out for consideration except in strict accordance with Texas Open Meetings Act, the City Charter, and as enacted herein. If not withstanding the positive provisions of this rule, the presiding officer whether Chairperson, Vice-Chairperson, or Commissioner presiding, shall attempt to prevent the Commission from taking any action on any agenda item brought before it, any Commissioner present may call for a vote of the Commission to consider the matter.

c) Except as otherwise provided by law or these rules, all action required of the Commission shall be made by a majority, i.e., four or more of the members of the Commission present at the meeting. Excluding conflicts of interest as provided by state law or by City Charter, all Commissioners present at each meeting must vote on each subject presented for Commission vote. All votes must be taken in accordance with Section 3.10 of the Charter.

d) Any member of the Commission, including the Chairperson, who has a conflict of interest as defined by Chapter 171, Texas Local Government Code, must file the appropriate documentation with the City Planner and abstain from discussion and consideration of the item in compliance with state law.

5. CODE OF CONDUCT

5.1 Commissioners

a) During Commission meetings, Commissioners shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to observe the rules of the Commission.

b) A Commissioner, once recognized, shall not be interrupted while speaking unless a point of order is raised by another member or the parliamentarian, or unless the speaker chooses to yield to questions from another member. If a Commissioner is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed.

c) Any member of the Commission; including the Chairperson, who fails to observe decorous and orderly behavior during a meeting or who disturbs a meeting of the Commission

with such disorderly conduct, is subject to being expelled from such meeting upon motion passed by two-thirds (⅔) vote of the Commission present at this meeting.

d) Any member of the Commission; including the Chairperson, reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and disorderly behavior during a subsequent meeting and again disturbs any meeting of the Commission by such disorderly conduct shall be subject to the same power of the Commission to reprimand him/her, expel him/her from the meeting, or subject such member to complaint, investigation, and conviction of official misconduct.

5.2 Administrative Staff

a) Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Commission and shall have no voice unless and until recognized by the Chairperson, or presiding officer.

b) While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and City employees are concerned, the City Planner also shall be responsible for the orderly conduct and decorum of all City employees under his/her direction and control.

c) All remarks and questions addressed to the Commission shall be addressed to the Commission as a whole and not to any individual member thereof.

d) No staff member, other than a staff member having the floor, shall enter into a discussion either directly or indirectly without permission of the Chairperson, or presiding officer.

5.3 Citizens

a) Citizens are welcome and invited to attend all meetings of the Commission and will be admitted to the Council Chamber or other room in which the meeting is held, up to the fire safety capacity of the room and/or to protect the health, safety and welfare of the public.

b) Citizens will refrain from private conversation in the Chamber, or other room, while the Commission meeting is in session.

c) Citizens attending Commission meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Commission or while attending the Commission meeting shall be removed from the room if the Sergeant at Arms is so directed by the Chairperson or presiding officer, and such person shall be barred from further audience before the Commission during that session of the Commission.

d) Unauthorized remarks from the audience, stamping of feet, applauding, whistles, yells, and similar demonstration shall not be permitted and the presiding officer shall direct the Sergeant at Arms to remove such offenders from the room. In case the presiding officer shall fail to act, any member of the Commission may move to require him/her to act to enforce the rules, and the affirmative vote of four or more members of the Commission present shall require the presiding officer to act.

e) No placards, banners, exhibits of any kind will be permitted in the Council Chamber except exhibits, displays, and visual aids used in connection with presentations to the Commission, provided that such exhibits, displays and visual aids do not disrupt the meeting.

5.4 In General

a) Rules. Robert's Rules of Order (latest revision) shall govern in all cases, unless Robert's Rules of Order are in conflict with the City Charter, City ordinances, or rules of procedure hereby adopted, provided that the "Rules Governing Debate, Rules Against the Chair's Participation in Debates" shall not be applicable and the Chairperson, or presiding officer, shall have the right to participate in debate of issues pending before the Commission.

i. Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate the state law or

home rule charter, and provided that not less than two-thirds Commissioners vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended.

b) Recognition by presiding officer. No person shall address the Commission without first being recognized by the presiding officer.

c) Procedure. Each person addressing the Commission shall approach the podium, give his/her name and address in an audible tone of voice for the records, state the subject the person wishes to discuss. All comments shall be addressed to the Commission as a whole and not to any member thereof. No person other than members of the Commission and the person having the floor shall be permitted to enter into any discussion, directly or through a member of the Commission, without permission of the presiding officer. No question may be asked a member of the City staff without the permission of the presiding officer.

d) Charges against employees. Should any person in a Commission meeting charge an employee with improper conduct, malfeasance, nonfeasance, or misfeasance, then in such event, such person shall be ruled out of order immediately and instructed to refer his/her complaint to the City Manager.

e) Disturbances. No person attending any Commission meeting shall delay, interrupt, or disrupt the proceedings or refuse to obey the orders of the presiding officer. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Commission or while attending the Commission meeting shall be removed from the room if the Sergeant at Arms is so directed by the presiding officer.

f) Communication devices.

i. The use of wireless communication devices to send/receive text messages, instant messages, and/or emails between members of the Commission during Commission meetings is prohibited.

ii. No person attending any Commission meeting shall possess a pager, cellular telephone, radiotelephone or other device that is set in a mode to provide audible notification of an incoming call, text or page.

iii. No person attending any Commission meeting shall use a cellular telephone, radiotelephone or other telecommunication devise for audible communications while the Commission meeting is in session.

6. ORDER OF BUSINESS

6.1 Agenda. The order of business of each regular and special meeting shall be as contained in the agenda prepared by the City Planner. The agenda shall be a listing by topic of subjects to be considered by the Commission. Placement of items on the agenda shall be governed by this Section. Conduct of business at special meetings shall likewise be governed by an agenda and the rules of procedure contained therein. The placement of agenda items for each meeting is determined as follows:

a) Any and all action items or other matters, including all written data, except emergency items, to be brought before the Commission for its consideration, by the Chairperson or by any member of the Commission, shall be submitted in writing to the City Planner not later than ten (10) calendar days preceding the meeting at which the same is to be considered.

b) When a motion, or other measure of any sort has been placed before the Commission and defeated, the same identical question shall not again be considered by the Commission until ninety (90) days have elapsed, unless the Commission, by majority vote, waives this restriction as to the item, or unless the item is a plat or plan being submitted to the Commission in accordance with the approval procedures outlined in Chapter 212 of the Local Government Code.

The agenda order set out is the desired order for conducting the business of the Commission of the City of Friendswood in regular and special meetings. When in the best interest of the Commission and the citizens of the City require, any item appearing on the agenda shall be considered out of order as shall be determined by the presiding officer in his/her sole discretion.

6.2 The order of the agenda shall be as follows unless the Chairperson, or City Planner, determines that a different order is in the best interest of the Commission, and/or the citizens of the City:

(1) **Call to Order**.
(2) **Public Comment.**
   a. Any citizen shall have a reasonable opportunity to be heard at any and all regular or special meetings of the Commission in regard to any and all matters to be considered at any such meetings, or such other matters as citizens may wish to bring to Commission's attention.
   b. Any matter not posted on the agenda may not be discussed by the Commission, nor shall any action be taken by the Commission, except to indicate that the matter may be placed on a later agenda.
   c. Each speaker shall submit a card requesting the right to address the Commission to the Secretary prior to the commencement of the meeting.
   d. Each speaker shall be granted a three-minute time period to speak before the Commission and the Chairperson shall retain the discretion to further limit or increase this time as he/she deems appropriate.
   e. No electronic media is allowed for presentation during the public comment period. Information being presented to the Commission should be in paper format and ten (10) copies should be provided to the Secretary for distribution to the Commission and staff.
(3) **Work Session Topics.**
(4) **Public Hearings** – as called.
   a. *Sign in procedure.* Prior to the start of the public hearing, the Presiding Officer may require that all persons desiring to be heard sign in with the Secretary, giving their names and addresses. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing, persons who have signed in and wish to be heard shall be given an opportunity to be heard.
   b. Each speaker that requests to speak at a public hearing shall be granted a five-minute time period to speak before the Commission and the Chairperson shall retain the discretion to further limit or increase this time as he/she deems appropriate.
   c. *Presentations.*
      i. Staff will present the Commission with an overview of the public hearing.
      ii. The Person, Group, or Applicant of the item at hand shall be granted a 15-minute time period to give the Commission a presentation. The Chairperson shall retain the discretion to further limit or increase this time as he/she deems appropriate.
         1. Any PowerPoint presentation must be received by the City Planner not later than 9:00 a.m. on the Monday preceding the meeting at which the same is to be considered.
         2. Information being presented to the Commission should be in paper format and ten (10) copies should be provided to the City Planner for distribution to the Commission and staff.

d. No member of the Commission, including the Chairperson, shall be permitted to address the Commission during a public hearing held by the Commission or to address any board or other commission of the City during a public hearing held by such board or other commission.

(5) **Consent Agenda.** Routine matters which require no discussion (any member of the Commission may remove an item from the consent agenda for discussion, and may include the following items:
   a. Minutes.
   b. Final plats.

(6) **Action Items.**

(7) **Discussion Items.**

(8) **Communications.**
   a. Each member of the Commission will be given a five-minute time period to provide comments of community interests pursuant to Section 551.0415 of the Texas Government Code, which include:
      i. Expressions of thanks, congratulations, or condolences;
      ii. Information regarding holiday schedules;
      iii. An honorary or salutatory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a persons' public office of public employment is not an honorary or salutatory recognition;
      iv. Reminder about an upcoming event organized or sponsored by the governing body;
      v. Information regarding a social, ceremonial, or community event organize or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official of the governing body; and
      vi. Announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.
   b. The members of the Commission may provide Liaison Reports as needed.

(9) **Executive Session.**
   a. The Commission may retire into executive session as authorized by Chapter 551, Texas Government Code, as amended. Matters discussed during each Executive Session shall be identified by certified agenda or tape recorded, prepared, and retained as required by law.

(10) **Action Related to Executive Session.**

(11) **Adjournment.**

7. CONSIDERATION OF AGENDA ITEMS

7.1 Printed or Typewritten Form. All back up materials such as draft ordinances, staff reports, site plans and plats shall be provided to the Commission in printed or electronic form.

7.2 Distribution of Information. The City Planner or his/her designee shall provide electronic or paper copies of all back up materials such as draft ordinances, staff reports, site plans and plats to all members of the Commission before or at the meeting at which the site plan or plat is to be considered.

7.3 Discussion, Consideration and Processing of Items:

a) *Motion to table.* Since the Commission of the City of Friendswood will always have regularly scheduled meetings, a motion to table, when carried, does not permanently

defeat an agenda item. If such agenda item is tabled by a majority vote of the Commission, such agenda item, if not sooner removed from the table, must be removed at the third meeting, and acted upon, even if only to place the item on the table again.

b) *Procedure to debate.* Upon any agenda item, other than a site plan, plat, or other item where state law mandates timely action, being laid out, or any motion being made, any Commissioner present, before there is any debate opened on the subject, may make a parliamentary objection to the consideration of the subject which need not be seconded. No debate shall then be permitted, and the presiding officer shall immediately put the question, "shall the objection be sustained"? If the objection is sustained by a vote of two-thirds (⅔) of the Commissioners present, the agenda item is permanently defeated for that meeting and shall not be debated unless reconsidered under Section 6.1.b of these rules.

c) *Closing of debate*. If, during debate upon any agenda item before the Commission, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the presiding officer shall immediately ask the Commission, "is there any objection to proceeding to a vote on the agenda item before the Commission being taken immediately?" If any member objects, the presiding officer shall immediately and without debate put the question, "shall the subject being discussed be put to a vote, without debate?" to a vote of the Commission, and if two-thirds (⅔) of the Commissioners present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the agenda item taken immediately.

d) *Reducing motion to writing*. All oral motions must be seconded before being put to vote by the chair (except where otherwise provided in these rules), and upon request of any other member of the Commission, or Chairperson, the party making any such oral motion (except a motion to order a vote on a subject being considered per 7.4.d, or other such procedural matter) shall reduce the same to writing, or request the City Planner to so the same.

e) *Majority Vote Required*. All action required of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meeting. Excluding conflicts of interest as provided by state law or by City Charter, all members present at each meeting must vote on each subject presented for Commission vote.

f) *Recommendations*. When required by State law, the Commission shall provide a final report to City Council. The final report or recommendation is a definitive action of approval or disapproval coupled with a recitation of reasons for the decision reported which are necessary to support the Commission.

8. CREATION OF AD HOC COMMITTEES

8.1 **Commission Committees.** The Commission may, as the need arises, authorize the appointment of the "ad hoc" Commission committees. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority of the Commission.

9. ANNUAL REPORT TO CITY COUNCIL

9.1 **Annual Report.** When directed to do so by City Council, **t**he Chairman shall provide to City Council a report of activities accomplished over the previous year as well as upcoming or current goals that the Commission is working toward.

Section 2. The City of Friendswood, Galveston/Harris Counties, Texas, Resolution No. R2020-17 is hereby repealed.

ADOPTED by the Planning and Zoning Commission of the City of Friendswood on the 26th day of AUGUST, 2021.

_____
JOE MATRANGA, Chairman

ATTEST:

_____
AUBREY HARBIN, Director of Community Development/Planner

PASSED, APPROVED AND RESOLVED on this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/11/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action regarding a proposed resolution regarding nomination(s) to the Board of Directors of the Galveston County Appraisal District (GCAD) for a two-year term set to begin January 1, 2022, and end on December 31, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the City Council to nominate a representative to the Board of Directors of the Galveston County Appraisal District ("GCAD") for a two-year term, beginning January 1, 2022, through December 31, 2023.

The City of Friendswood, with 288 votes, does not have enough votes to elect any one individual to the board. It requires 834 votes to elect. The casting of the city's 288 votes should be determined by the City Council by adopting a resolution. Each voting unit is entitled to nominate (1) one candidate for each five (5) positions to be filled. Nominations are to be approved via resolution and submitted to GCAD before October 15, 2021. GCAD will then return a ballot by October 31, 2021, and the Council will submit its vote via resolution before December 10, 2021.

The recommended nominations for the GCAD ballot are the following:

- Scott Brast and
- Chad Tesller.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City's votes must be pooled with others in order to be effective and to ensure a member is elected on which we can rely to represent the City's interests.

RECOMMENDATIONS

Nominate members to the Board of Directors of the Galveston Central Appraisal District.

ATTACHMENTS

1. Proposed Resolution - GCAD Nominations 2022-2023 (CORRECTED)
2. Nomination & Appointment of GCAD 2021

RESOLUTION NO. R2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUBMITTING A NOMINATION(S) TO THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT FOR 2022-2023; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

* * * * * * * * * *

WHEREAS, the Texas Property Tax Code requires that Galveston Central Appraisal District Directors to be elected officials; and

WHEREAS, each taxing entity is entitled to nominate a candidate for a position to be filled; and

WHEREAS, the nominations must be done in open session and submitted by the presiding officer to the chief appraiser; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City Council of the City of Friendswood, Texas, hereby submits the following nominee(s) for the Board of Directors for 2022-2023, for a two-year commencing on January 1, 2022, and extending through December 31, 2023.

Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____

Section 4. That the Mayor of the City of Friendswood be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Galveston County Appraisal District before October 15, 2021.

Section 5. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

PASSED, APPROVED AND RESOLVED on this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F. Lowry Expressway, Suite A - Texas City, Texas 77591
Telephone: (409) 935-1980 or toll-free (866) 277-4725
Fax: (409) 935-4319

August 06, 2021

The Honorable Mike Foreman
Mayor
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Dear The Honorable Foreman:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 1, 2022 through December 31, 2023.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2018 tax levy (*Vote Allocation enclosed*), receives nominations, prepares and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with the **written resolution.** Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15, 2021**. You may also email the nominations to us at gcad@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 31st. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 10th**.

I have enclosed a *Calendar of Events* of the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

Tommy Watson

TW:ldf
Enclosures

Tommy Watson
Chief Appraiser

Board of Directors
Election Calendar

1. Nominations (before October 1).....August 06, 2021
***mail early so entity secretaries can put on their September/October agenda's**

Entities return nomination .....before October 15

2. Ballots (ballots in alpha order).....before October 29

Entities return ballots .....before December 10

3. Notify (GCAD notifies all units and BOD).....before December 31

ENTITIES	2020 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	$82,498,207.51	11.080%	110.7976767	553.9883836	554
Dickinson ISD	$60,971,627.27	8.189%	81.8868052	409.434026	409
Friendswood ISD	$42,840,251.72	5.754%	57.53579992	287.6789996	288
High Island ISD	$1,537,266.46	0.206%	2.064597007	10.32298503	10
Hitchcock ISD	$9,626,307.23	1.293%	12.92843213	64.64216064	65
Clear Creek ISD	$110,656,748.82	14.862%	148.6154797	743.0773985	743
Santa Fe ISD	$21,750,865.47	2.921%	29.21209361	146.0604681	146
Texas City ISD	$74,588,563.36	10.017%	100.1747769	500.8738844	501
City of Galveston	$37,493,879.76	5.036%	50.35545491	251.7772746	252
City of Texas City	$29,064,413.87	3.903%	39.03441819	195.172091	195
City of La Marque	$5,534,355.30	0.743%	7.432812517	37.16406258	37
City of Hitchcock	$2,496,240.33	0.335%	3.352528951	16.76264476	17
City of Jamaica Beach	$772,644.26	0.104%	1.037685442	5.188427211	5
City of Dickinson	$5,297,260.26	0.711%	7.114386452	35.57193226	36
City of Friendswood	$14,951,633.39	2.008%	20.08051196	100.4025598	100
City of Kemah	$662,109.78	0.089%	0.889234173	4.446170867	4
City of League City	$45,990,452.73	6.177%	61.76661855	308.8330927	309
City of Santa Fe	$2,562,905.18	0.344%	3.442061933	17.21030966	17
Village of Tiki Island	$1,392,662.29	0.187%	1.870389077	9.351945385	9
City of Bayou Vista	$821,924.02	0.110%	1.103869703	5.519348517	6
Galveston County Road and Flood	$3,449,180.56	0.463%	4.632357529	23.16178764	23
GALVESTON COUNTY	$146,316,740.32	19.651%	196.5079652	982.5398262	983
Galveston College	$13,624,505.01	1.830%	18.29813698	91.4906849	91
College of the Mainland	$29,683,527.52	3.987%	40	199.3295361	199
Total Levy Amount Voting Entities:	$744,584,272.42	100.000%	1000	X5	5000

Formula: 2020 Voting Districts Levy/ Grand Total All Voting Levy	X1000	X5	equals # of Votes

Total votes to be elected: 834

GALVESTON CENTRAL APPRAISAL DISTRICT

2022-2023 Board of Directors Election

NOMINATION

VOTING UNIT

City of Friendswood

You may nominate up to (5) five **before October 15, 2021.**

NOMINEE(S)

1. _____
Name

_____
Address

_____
Telephone Number

2. _____
Name

_____
Address

_____
Telephone Number

3. _____
Name

_____
Address

_____
Telephone Number

4. _____
Name

_____
Address

_____
Telephone Number

5. _____
Name

_____
Address

_____
Telephone Number

Please note: The written resolution showing the nominee's name is required.

08-02-2021

A RESOLUTION OF

City of Friendswood

VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2022-2023

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2022 through December 31, 2023; and

WHEREAS, The City of Friendswood is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the City of Friendswood to the Galveston Central Appraisal District.

PASSED AND APPROVED by City of Friendswood,
This _____ day of _____, 2021.

_____
Presiding Officer

ATTEST:

_____
Signature and Title

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/02/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action regarding a proposed ordinance for the second and final reading of an ordinance for proposed amendments to Appendix C Zoning Ordinance, Section 7.Q.2 "Regulation Matrix - Commercial Districts and Regulation Matrix - Residential Districts" in order to clarify reference notes and Section 7.Q.3 "Area and Height Exceptions" to add an exception for building height.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

These proposed amendments are intended to amend the building height exceptions for commercial districts CSC, NC, LI, I, BP, and OPD and clarify reference notes on both the residential and commercial regulation matrices.

Last year, the Planning and Zoning Commission spent a great deal of time reviewing the height ordinance in regards to attachments to buildings, which resulted in changes to the Zoning Ordinance to allow exceptions for attachments to commercial buildings such as finials, crosses, and other religious symbols meaning in certain situations and in all commercial zoning districts. The current proposed amendments will allow taller commercial buildings in all commercial zoning districts (except Downtown District (DD) which already allows 70-foot tall buildings), while maintaining protection of adjacent residential uses by requiring a minimum of two and a half times the building height measured from a proposed building to the nearest Single Family Residential (SFR) zoning. The maximum building height would be 70 feet.

Some examples of other approved building height exceptions include:
Thomas Trace Assisted Living - 2245 Thomas Trace Blvd. 51.5 feet; 295 to 322 feet from SFR zoning
The Gardens at Friendswood Lakes Senior Apartments - 1423 W. Parkwood Ave; 60 feet; approximately 375 feet from SFR zoning Mary Queen Catholic Church - 606 Cedarwood Drive; 57-foot tower and 73-foot tall crosses; abuts residential zoning and underlying zoning is SFR

The clarifications on the reference notes include removing some incorrect notes and duplicate notes, as well as amending a few setback requirements that did not make sense. The redline version that is attached includes comments regarding changes.

The City Council approved the first reading of this proposed ordinance on August 2, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

For economic development reasons, sometimes the price of commercial property is very high and building multi-story buildings is one way that a property owner can make a project viable. Commercial

development and diversifying the tax base are current goals of the City as it relates to Vision 20/20 and the Future Land Use Plan.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held July 22, 2021, following the public hearing on this subject, the City of Friendswood Planning and Zoning Commission voted 7 to 0 to approve the proposed amendments to the subject zoning ordinances to allow a maximum building height of 70 feet under certain circumstances in commercial zoning districts.

ATTACHMENTS

1. Ord Building Height and Reg Matrix Clean Up 07-21-2021.dotx mkf
2. Ord Exhibit A - Height Matrix

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C ZONING ORDINANCE, SECTION 7.Q.2 "REGULATION MATRIX - COMMERCIAL DISTRICTS AND REGULATION MATRIX - RESIDENTIAL DISTRICTS" IN ORDER TO CLARIFY REFERENCE NOTES AND AMENDING SECTION 7.Q.3 "AREA AND HEIGHT EXCEPTIONS" TO ADD AN EXCEPTION FOR BUILDING HEIGHT; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED $2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, ("Zoning") relating to land use and other circumstances; and

WHEREAS, City Council finds it necessary to clarify multiple reference notes in the Residential Regulation Matrix and the Commercial Regulation Matrix; and

WHEREAS, City Council finds it necessary to amend the building height exceptions for certain commercial districts including Community Shopping Center (CSC), Neighborhood Commercial (NC), Light Industrial (LI), Industrial (I), Business Park (BP), and Office Park District (OPD); and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct. .

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning", "Section 7.Q.2. Regulation Matrix - Commercial Districts and Regulation Matrix - Residential Districts" and "Section 7.Q.3. *Area and Height Exceptions*" are hereby amended as indicated in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 3. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 "General penalty for violations of Code; continuing violations", and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts. .

Section 6. That the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 2nd day of August, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 13th day of September, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

Section 7. Schedule of district regulations.

Q. *District area and height regulations.*

1. No lot, parcel, premises or tract of land shall be created and no building permit shall be issued for any request that does not meet the appropriate minimum lot area, width, depth, yard and height regulations as set forth in the following tables.

2. See regulation matrix.

REGULATION MATRIX - COMMERCIAL DISTRICTS

~~Circled letters (letters in parentheses)~~ **R**~~r~~efer to paragraphs in section 7-Q.3. **for area and height exceptions.**

Zoning District	Lot Area Minimum Square Feet	Lot Width Minimum Feet	Lot Depth Minimum Feet	Yards—Minimum Feet						Height Maximum Feet **(max. 4 stories)** ~~(b, e and k)~~	Landscape Requirements	Exception Notes	Maximum Lot Coverage
				Front	Rear ~~(a)~~	Side							
						Interior		Exterior					
						When Abutting Property in a Residential District or Garden Home District	When Abutting Property in a Nonresidential District	When Backing Up to an Abutting Side Yard	When Backing Up to an Abutting Rear Yard				
CSC	15,000	100	150	30	15	25	10	25	10	40	Yes		30%
NC	12,000	100	120	30	15 D	25	10	25	10	40	Yes	D, H	30% H
LNC	10,000	100	100	30	15 D	25	10	25	10	40	Yes	D, I	30%~~; cc~~
DD	15,000 E	0	0	0	0 ~~G 15~~ F	15	0	0	0	70 ~~(max. 4 stories)~~	Yes	E, F, G	60%
OPD	10,000	100	100	30	15	25	10	25	10	40	Yes	H	30%
BP	10,000	100	100	30	25	25	**25**~~10~~ J	25	**25**~~10~~ J	40	Yes	J	40%
LI	15,000	100	100	30 A	25	25	10	25	10	40	Yes	A	50%
I	20,000	100	100	30 B	25 C	40 C	10	25 C	10 C	40	Yes	B, C	60%

A. When LI district is across the street from a residential district, front yard shall be a minimum of 40 feet ~~from street R.O.W~~.

B. When I district is across the street from a residential district, front yard setback shall be a minimum of 50 feet ~~from street R.O.W~~.

C. When industrial district abuts side and/or rear residential district, setback shall be a minimum of 90 feet.

D. When rear yard of an NC or LNC district abuts a ~~non~~residential district, rear yard setback shall be a minimum of ~~1~~**2**5 feet.

E. Lots within the downtown district (DD) in existence prior to the creation of the DD shall be deemed as lawfully existing and shall be allowed to develop under DD regulations. Further, tracts of any size in existence prior to the creation of the DD may be combined into larger tracts and developed, even if the aggregate size is less than 15,000 square feet. Further, no lot classified as within the DD zone may be subdivided to less than the minimum size of 15,000 square feet.

F. When DD rear yard abuts a residential district (residential district or garden home district), rear yard setback shall be a minimum of 15 feet.

G ~~When DD rear yard abuts a non-residential district, rear yard shall be a minimum of zero feet.~~ **Reserved.**

H. In NC and OPD, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 90 percent of the total lot area, per subsections G.5 and H.8 of this section.

I. In LNC, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 80 percent of the total lot area, per subsection G-1.6 of this section.

J. **When side yard of a BP district abuts another BP district, side yard setback shall be a minimum of 10 feet.** In BP, no structure shall be located within 25 feet of an exterior BP boundary. An exterior BP boundary is one that abuts a zone other than BP, per subsection O.1 of this section.

K. Height maximum includes belfries, chimneys, cooling towers, elevator bulkheads, fire towers, storage towers, monuments, ornamental towers and spires, stage towers and scenery lofts, tanks, and water towers.

L. Setbacks shall be measured from the edge of the street ROW. If streets or drives are private, setbacks shall be measured from the edge of the drainage, utility, or access easement, whichever is greater.

REGULATION MATRIX—RESIDENTIAL DISTRICTS

~~Circled letters (letters in parentheses) r~~ **R**efer to paragraphs in section 7-Q.3. **for area and height exceptions.**

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards—Minimum Feet					Height Maximum Feet ~~(b and e)~~	~~Parking Requirement Unit~~	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear ~~(a)~~	Side						
						Interior ~~(d)~~	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 ~~A~~	20 C	40	~~K~~	No	35%
SFR Single-Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	~~K~~	No	35%
SFR-E Single-Family—Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	~~K~~	No	20%
MFR-L Multifamily—Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	~~K~~	No	50%

MFR-M Multifamily —Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40	~~K~~	No	50%
MFR-H Multifamily —Highest	12	—	—	25 B	0	10 E, I	25 B	20 C	40	~~K~~	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 ~~B~~	20	~~K~~	No	50%
A-1	—	—	—	25 B	25	10 I	25 B	20 C	40	~~K~~	No	10%
MFR-GHD Garden Home District	6	6,000	60	20 B, H	20	**5**~~0 D,~~ J	5 B, H	4 C, H	40	~~K~~	Yes D	50%

A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.

B. 35 feet on thoroughfares.

C. 25 feet on thoroughfares.

D. ~~Zero setback on side only, minimum five-foot separation between buildings.~~ **Reserved.**

E. Ten-foot minimum separation between buildings.

F. Lots currently in existence with less than 90 feet of width that have structures already built upon them may continue with the same existing setback ~~for additions~~ provided they are not less than a minimum of five feet.

G. Developer must elect either units per acre or lot area. Two-family residential units ~~-~~on two lots are required when lot area is elected. **Example: a duplex requires two 45-foot-wide lots.**

H. ~~Front yard and exterior side yard~~ **S**setbacks shall be measured from the edge of the street ROW**. If streets or drives are private, setbacks shall be measured from**~~or~~ the edge of the drainage**,** utility**, or**~~/~~access easement ~~(if streets are private)~~, whichever is greater.

I. 25 feet when abutting land zoned single-family residential (SFR) district.

J. Ten feet when abutting land zoned anything other than ~~MFR-GHD (~~garden home district **(MFR-GHD)**~~)~~.

~~K. Parking is required in accordance with the parking group table in the design criteria manual.~~

3. *Area and height exceptions.*

a. Height maximum in community shopping center (CSC), neighborhood commercial (NC), office park district (OPD), light industrial (LI), industrial (I), and business park (BP) districts may exceed 40 feet in height**, but in no event greater than 70 feet in height,** when the building setback from the nearest property line is equal to **or greater than** the building height. ~~Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation, provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet.~~ **Buildings or structures that exceed 40 feet in height shall have a minimum distance to the nearest single family residential (SFR) zoning of at least two and a half (2.5) times the overall building height. Distance shall be measured from the nearest point of the building to the single family residential (SFR) property line.**

b. Exceptions for community shopping center (CSC), neighborhood commercial (NC), office park district (OPD), light industrial (LI), industrial (I), and business park (BP) districts:

   1. On buildings or structures located in these districts, finials, crosses, and other religious symbols shall not extend more than ten feet above the building or extend more than ten feet above the allowable building height; and

   2. Finials, crosses and other religious symbols shall not be accessible and shall not be illuminated above the roofline.

c. Exceptions for the downtown district (DD):

   1. On buildings or structures located in the downtown district (DD), finials, crosses and other religious symbols shall not extend more than 18 feet above the building or extend more than 18 feet above the allowable building height; and

   2. Finials, crosses, and other religious symbols shall not be accessible and shall not be illuminated above the roofline.

d. Communications towers height criteria:

   1. Height limitations of communication towers. The maximum communication tower height, including antennae, lightning rods and accessories, in residential districts shall not exceed 40 feet and in non-residential districts shall not exceed 200 feet, unless otherwise approved by city council.

   2. Height limitations for communication towers placed on existing buildings. Communication towers and antennae, which are located on top of buildings or structures shall not be more than 30 percent of the structure height above the structure.

   3. This section applies to telecommunication towers, ham radio and television antennas, microwave relay, radio and television transmission towers.

e. Buildings or structures located in a planned unit development (PUD): Buildings and structures located in a planned unit development (PUD) shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a PUD application will be as established in the ordinance authorizing and approving the PUD.

f. Accessory buildings or structures in residential districts: Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.

g. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.

h. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements, provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

i. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

j. Stairs in certain situations. In residential zoning districts that have minimum front yard requirements, uncovered stairways associated with a residential use may project into the required front yard but shall remain a minimum of ten feet from the front property line, if:

1. A building is being elevated or reconstructed on an existing foundation to meet or exceed current city floodplain standards; and

2. The stairway projection into the required front yard is limited to the minimum area required to meet elevation standards; and the stairway, at its widest point, shall not exceed ten feet.

k. Elementary and secondary schools shall be exempt from the height limitations contained herein. Height limitations for elementary and secondary schools will be established in the ordinance authorizing and approving a Specific Use Permit (SUP).

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed ordinance for the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eleventh set for fiscal year 2020-2021.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

Ordinances and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment XI 2020–2021.

ATTACHMENTS

1. Ord 2021-XX - Budget Amendment XI (formatted for agenda)
2. FY21 BA XI Exhibit A 09-13-2021 v3
3. FY21 BA XI Exhibit B 09-13-2021 v3

(Title: An Ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2020-2021 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. 2021-XX

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2020-35, PASSED AND APPROVED SEPTEMBER 14, 2020, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2020-2021 BY APPROVING "BUDGET AMENDMENT XI" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2020-2021"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * * * * * * *

WHEREAS, by Ordinance No. 2020-35, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2020-2021"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2020-2021.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021," is hereby amended for municipal purposes as shown on "Budget Amendment XI" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal year 2020-2021" attached hereto. Said Budget Amendment XI shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits "A" and "B" and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

City of Friendswood
Budget Amendment Summary
Fiscal Year 2020 – 2021
Budget Amendment XI
September 13, 2021

1. **2017 CDBG-DR (Harris County) Grant Reimbursement, $2,763.** Appropriate grant funds received from the 2017 CDBG-DR Harris County grant program for Forest Bend Detention Pond. The City received $2,763 for engineering expenditures. Advance funding for engineering services was originally approved at the September 14, 2020 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.

2. **Parks & Recreation Department – Damages at Centennial Park, $298.** Appropriate reimbursement received from David Medearis for damages to a door at Centennial Park. Funding will be used to repair the broken door.

3. **Parks & Recreation Department – Friendswood Public Library Facility Repairs, $1,320.*** Appropriate funds to install heater strips at the Friendswood Public Library. Currently, the existing unit can only cool the facility. Adding the heater strips will help control the building's climate and heat the building during the cold seasons. The funding source will be unassigned general fund balance.

4. **Parks & Recreation Department – Renovations in Mayor, Council, City Secretary, & Studio Areas, $130,253.** Appropriate funding for renovations to Mayor, Council, City Secretary & Studio areas. Of the $130,253 project cost, $104,645 will come from unassigned general fund balance. Departments will also utilize existing funding of $25,608 within their own current services budget to help fund the renovation project.

5. **PEG Channel – Studio Renovations, Furnishings, & Enhancements, $117,744.** Appropriate PEG Channel funds for renovations, furnishings, and enhancements to the studio. The funding source will be restricted general fund balance from PEG Channel revenue.

6. **Parks & Recreation Department – Electrical Repairs at Centennial Park, $3,620.*** Appropriate funds to replace two contactor boxes that power the electrical for the Sky Logics field lighting at Centennial Soccer Fields. The current contactor boxes are rusted and need to be replaced to maintain proper safety standards. The funding source will be unassigned general fund balance.

7. **Parks & Recreation Department – Memorial Bench Donation, $640.** Appropriate a donation received from Anabell Whittington with Friendswood Girl Scout Troup 26004 on July 23, 2021. The donation will go towards purchasing park benches that will be placed in Stevenson Park. Funds will be appropriated to the Parks and Recreation Department's Parks division operating equipment budget.

8. **Parks & Recreation Department – Memorial Bench Donation, $1,200.** Appropriate a donation received from William Kelly, courtesy of Stacey White, on August 4, 2021. The donation will go towards purchasing a memorial park bench that will be placed in Stevenson Park. Funds will be appropriated to the Parks and Recreation Department's Parks division operating equipment budget.

9. **Friends of the Library Donation – $700.** Appropriate donation received from Friends of the Library. The donation will go towards a Keep Friendswood Beautiful project at the Library. The courtyard will receive sod, plants, and flowers. The appropriation will be recorded in the Keep Friendswood Beautiful division landscaping budget.

10. **Parks & Recreation Department – Memorial Bench Donation, $1,200.** Appropriate a donation received from Stephen & Shelby Stephens on August 5, 2021. The donation will go towards purchasing a memorial park bench that will be placed in Stevenson Park. Funds will be appropriated to the Parks and Recreation Department's Parks division operating equipment budget.

11. **Public Works Department – SEWPP Capital Improvement, $380,249.** Transfer unencumbered capital from Collection Line Maintenance to the City of Houston Southeast Water Purification Plant Capital Improvements line item for 2nd and 3rd installment owed to City of Houston for the FY18 and FY19 SEWPP O&M and CIP true-up costs.

12. **PEG Channel – Studio Equipment & Supplies, $2,578.** Appropriate PEG Channel funds for equipment to be used for audio improvement for community events, and other city-wide productions. The funding source will be restricted general fund balance reserves from PEG Channel revenue.

13. **Fire/EMS Donation Fund, $601.** Appropriate additional funding needed for replacement of an EMS emergency response vehicle. The total amount over budget is $601. However, auction proceeds from the sale of the old vehicle will be used to supplement the cost of the new vehicle.

14. **Public Works Department – Concrete Raising System & Trailer, $66,766.*** Transfer unencumbered capital in Asphalt Streets to the Streets division capital equipment line item for the purchase of a Concrete Raising System & Trailer needed for street and sidewalk repairs and maintenance.

15. **Public Works Department – Sign CAD Machine with Design Software, $47,233.*** Transfer unencumbered capital in Asphalt Streets to the Streets division capital equipment line item for the purchase of a Sign CAD machine with design software used to replace aging signage as well as to create new signage required by City Ordinance. In addition to street signage, the new Sign CAD machine will also be used to create vinyl lettering for all departments citywide.

16. **Vehicle Replacement Fund, $42,311.** Appropriate additional funding needed for replacement of a Police emergency response vehicles. The total amount over budget after purchasing seven new patrol vehicles is $42,311. However, auction proceeds from the sale of the old vehicles will be used to supplement the cost of the new vehicle.

17. **Engineering Street Maintenance Program, $3,632.** Appropriate funds for the 2019-2020 Street Maintenance Program. Council awarded the construction contract to Angel Brothers Enterprises on December 2, 2019. Funding in the amount of $3,632 will come from unassigned Street Improvements Fund balance. This will complete the 2019-2020 program.

18. **Fire Station #2 – Training Facility, $400,000.*** Appropriate funds to replace the training facility at Fire Station #2. The burn building and training field are vital to the fire operations. Multiple agencies use the training facility to properly prepare and equip area fire fighters with the best safety training available. The loss of the burn building and the stark increase in construction costs have created a funding deficit for the Fire Station #2 rebuild which was approved by voters during the 2019 bond election. The funding source will be unassigned general fund balance.

19. **HMGP Grant-Demolition, $205,030.** Advance additional funding for demolition services. The properties 16614 Oxnard, 5303 Shady Oaks, and 13 Haverford were purchased through the Hazard Mitigation Grant Program (HMGP). Original funding for the demolition was approved on the September 14, 2020 FY 2019-2020 BA X. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.

**Deferred Maintenance or Deferred Equipment*

City of Friendswood
September 13, 2021
2020-2021 Budget Amendment XI - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	123-0000-33100		Appropriate 2017 CDBG-DR Harris County grant proceeds and reimburse unassigned general fund balance for advanced funding on Forest Bend Detention Pond	(2,763)
1	123-7001-431.7130	FBDETPOND	Appropriate 2017 CDBG-DR Harris County grant proceeds and reimburse unassigned general fund balance for advanced funding on Forest Bend Detention Pond	2,763
1	123-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	(2,763)
1	123-26010		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	2,763
1	001-14028		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	(2,763)
1	001-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	2,763
2	001-0000-38000		Appropriate reimbursement received from David Medearis for damages to a door at Centennial Park	(298)
2	001-6430-456.5800	PK0025	Appropriate reimbursement received from David Medearis for damages to a door at Centennial Park	298
3	001-0000-30500		Appropriate unassigned fund balance for replacing heater strips at the Friendswood Public Library*	(1,320)
3	001-6460-419.6600	8LI459	Appropriate unassigned fund balance for replacing heater strips at the Friendswood Public Library*	1,320
4	001-0000-30500		Appropriate unassigned General Fund balance for renovations to Mayor, Council, City Secretary & Studio work areas	(104,645)
4	001-0101-411.7119		Transfer funding from various accounts in Mayor & Council budget to fund renovations in their work areas	(5,000)
4	001-0101-411.7510		Transfer funding from various accounts in Mayor & Council budget to fund renovations in their work areas	(4,156)
4	001-0101-411.7520		Transfer funding from various accounts in Mayor & Council budget to fund renovations in their work areas	(4,722)
4	001-0102-411.7510		Transfer funding from various accounts in Mayor & Council budget to fund renovations in their work areas	(1,097)
4	001-0102-411.7520		Transfer funding from various accounts in Mayor & Council budget to fund renovations in their work areas	(1,492)
4	001-0102-411.7540		Transfer funding from various accounts in Mayor & Council budget to fund renovations in their work areas	(7,053)
4	001-0201-411.7520		Transfer funding from various accounts in City Secretary budget to fund renovations in their work areas	(1,600)
4	001-0201-411.7530		Transfer funding from various accounts in City Secretary budget to fund renovations in their work areas	(488)
4	001-6460-419.6610		Transfer funding from various accounts in Mayor & Council's budget to the Facilities budget to fund renovations in Mayor & Council work areas	23,520
4	001-6460-419.6610		Transfer funding from various accounts in City Secretary's budget to the Facilities budget to fund renovations in City Secretary work areas	106,733
5	001-0000-30500		Appropriate restricted General Fund balance reserves from PEG Channel revenue for renovations to the studio	(117,744)
5	001-6460-419.6610	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG Channel revenue for renovations to the studio	6,500
5	001-6460-419.6610	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG Channel revenue for studio roller shades	2,450
5	001-0101-411.8400	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG Channel revenue for studio furnishings	10,293
5	001-0716-419.8800	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG Channel revenue for studio audio & video enhancements	98,501
6	001-0000-30500		Appropriate unassigned fund balance for electrical repairs at Centennial Park*	(3,620)
6	001-6460-419.6600	PK0025	Appropriate unassigned fund balance for electrical repairs at Centennial Park*	3,620
7	001-0000-38600		Appropriate donation from Anabell Whittington with Friendswood Girl Scout Troup 26004 for benches at Stevenson Park	(640)
7	001-6430-456.5800		Appropriate donation from Anabell Whittington with Friendswood Girl Scout Troup 26004 for benches at Stevenson Park	640
8	001-0000-38600		Appropriate donation from William Kelly c/o Stacey White for memorial bench at Stevenson Park	(1,200)
8	001-6430-456.5800		Appropriate donation from William Kelly c/o Stacey White for memorial bench at Stevenson Park	1,200
9	001-0000-38600		Appropriate funding received from Friends of the Library for a beautification project in the courtyard including sod and flowers	(700)
9	001-6424-458.6210		Appropriate funding received from Friends of the Library for a beautification project in the courtyard including sod and flowers	700
10	001-0000-38600		Appropriate donation from Michael & Shelby Stephens for memorial bench at Stevenson Park	(1,200)
10	001-6430-456.5800		Appropriate donation from Michael & Shelby Stephens for memorial bench at Stevenson Park	1,200
11	401-7001-433.6551		Transfer funding from Collection Line Maintenance to City of Houston SEWPP Capital Improvements account for CIP true-up payment	(380,249)
11	401-3655-434.9343		Transfer funding from Collection Line Maintenance to City of Houston SEWPP Capital Improvements account for CIP true-up payment	380,249
12	001-0000-30500		Appropriate restricted General Fund balance reserves from PEG Channel revenue for studio equipment	(2,578)
12	001-0301-413.5400	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG Channel revenue for studio equipment	2,578
13	131-0000-39210		Appropriate vehicle auction proceeds to cover overages for new vehicle purchases and upfitting	(601)
13	131-2207-422.8300		Appropriate vehicle auction proceeds to cover overages for new vehicle purchases and upfitting	601
14	001-7001-431.8512		Transfer funding for the purchase of a concrete raising system and trailer for street and sidewalk repairs*	(66,766)
14	001-3610-431.8400	PW211	Transfer funding for the purchase of a concrete raising system and trailer for street and sidewalk repairs*	47,391
14	001-3610-431.8400	PW212	Transfer funding for the purchase of a concrete raising system and trailer for street and sidewalk repairs*	19,375
15	001-7001-431.8512		Transfer funding for the purchase of a Sign CAD machine for street maintenance program*	(47,233)

City of Friendswood
September 13, 2021
2020-2021 Budget Amendment XI - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
15	001-3610-431.8400		Transfer funding for the purchase of a Sign CAD machine for street maintenance program*	47,233
16	301-0000-39210		Appropriate vehicle auction proceeds to cover overages for new vehicle purchases and upfitting	(42,311)
16	301-0501-421.8300		Appropriate vehicle auction proceeds to cover overages for new police vehicle purchases and upfitting (P424, P425, P426, P427, P428, P429, P430)	42,311
17	170-0000-30100		Appropriate fund balance from Street Improvement Fund for completion of 2020-2021 Street Maintenance Project	(3,632)
17	170-7001-431.8512	ST2020	Appropriate fund balance from Street Improvement Fund for completion of 2020-2021 Street Maintenance Project	3,632
18	001-0000-30500		Appropriate unassigned fund balance for replacement of Fire Station #2 training facility*	(400,000)
18	001-7001-421.6600	GO1519	Appropriate unassigned fund balance for replacement of Fire Station #2 training facility*	400,000
19	001-10199		Due from HMGP Grant funds for demolition of 807 Penn	(102,743)
19	001-14018		Due from HMGP Grant funds for demolition of 807 Penn	102,743
19	120-26010		Due to General Fund for demolition of 807 Penn	(102,743)
19	120-10199		Due to General Fund for demolition of 807 Penn	102,743
19	001-10199		Due from HMGP Grant funds for demolition of 1204 Myrtlewood	(102,287)
19	001-14018		Due from HMGP Grant funds for demolition of 1204 Myrtlewood	102,287
19	120-26010		Due to General Fund for demolition of 1204 Myrtlewood	(102,287)
19	120-10199		Due to General Fund for demolition of 1204 Myrtlewood	102,287

**Deferred Maintenance or Deferred Equipment*

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project at the completion of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of the Steling Creek, Section 4, Public Paving and Utilities improvements project in August 2020. That maintenance bond has now expired. This agenda item is to authorize the final acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project and formally release that bond. The improvements include construction of water, sanitary sewer, storm sewer, and paving infrastructure for Sterling Creek, Section 4.

City staff has conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

David Wight Construction Company, LTD. will have its bond released immediately upon final acceptance of the City Council.

RECOMMENDATIONS

Authorize the final acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements proejct and release the maintenance bond.

ATTACHMENTS

1. 00825 - Release of Bond Sterling Creek Section 4

City of Friendswood
Department of Public Works
Engineering Division
15355 Blackhawk Boulevard
Friendswood, Texas 77546-2801

DOCUMENT 00825

Release of Bond

Date: 9/6/2021
PROJECT NAME: Sterling Creek, Section 4

TO: David Wight Construction Company, LTD.
4300 Mandale
Alvin, TX 77511

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Warranty. This Project was brought before the City Council on August 31, 2020 for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Warranty Maintenance Bond, Bond Number from Merchants Bonding Company, P.O. Box 14498, Des Moines, Iowa 50306-3498, which is enclosed.

Bria A. Whitmire, PE, CFM
Projects Coordinator

BW/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the acceptance of the 2020-2021 Concrete Street Maintenance Program and initiate the contractor's one-year maintenance program.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Work associated with the City of Friendswood's 2020-2021 Concrete Street Maintenance Program has been completed. This project has enabled the City to complete maintenance needed to roadways, curbs, crack sealing, and miscellaneous items. Funding for this project was provided through the 20/21 FY General Fund allocation for street maintenance.

City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, Greenscape Six, LLC, to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the acceptance of the 2020-2021 Concrete Street Maintenance Program and initiate the contractor's one-year maintenance period.

ATTACHMENTS

1. Greenscape 6 - Concratcor Certification of Final Completition
2. 2020-2021 Concrete Street Program Maintenance Bond_Redacted

DOCUMENT 00790
CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

PROJECT NAME: City of Friendswood Concrete Street Maintenance 2020-2021

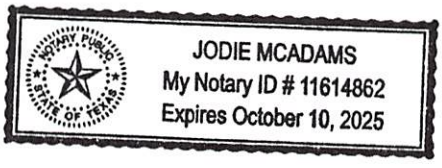
PROJECT NUMBER: ST2021

CONTRACT DATED: April 5, 2021

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mike Archer who, being by me duly sworn, on his oath says that he or she represents Greenscapes Six, the Contractor who has performed a contract with the City of Friendswood for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract Documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the Project Manager; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the City of Friendswood Technical Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Mike Archer
Affiant's Signature

SWORN AND SUBSCRIBED before me on 8/18/2021
Date



Jodie M Edams
Notary Public in and for the State of Texas

JODIE MCADAMS
Print or type name

My Commission Expires: 10/10/2025
Expiration Date

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

Bria A. Whitmire, PE, CFM
Projects Coordinator
City of Friendswood

8/18/2021
Date

END OF DOCUMENT



SureTec Insurance Company
2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. [redacted]

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Greenscapes Six, LLC as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Friendswood, Texas as Obligee, in the penal sum of Six Hundred Twenty-Five Thousand Dollars and No/100*** ($625,000.00***) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: 2020-2021 Concrete Street Maintenance Program.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of One year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of One year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 12th day of August, 2021.

Greenscapes Six, LLC
Principal

By: _____

SureTec Insurance Company

By: _____
Donna Weinel, Attorney-in-Fact

POA# 4221124

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Mark Smith, G. C. Blystone Jr., Betty A. Bush, Donna Weinel, Chase Wortham, Jennifer Mitchell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars ($5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of July , 2021 .

SureTec Insurance Company

By: _____
Michael C. Kelmig, President

SURETEC INSURANCE COMPANY — TEXAS

MARKEL INSURANCE CORPORATE COMPANY — SEAL — ILLINOIS

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 27th day of July. 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 12th day of August, 2021.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221124
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ratification of the City Manager's signature on an agreement with Clear Creek Independent School District for School Crossing Guards.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. City of Friendswood - Crossing Guard Agreement - EXP 8.2023 (2)

SCHOOL CROSSING GUARD AGREEMENT

THIS AGREEMENT made and entered into this __27th____ day of _July_____, 2021___, by and between the Clear Creek Independent School District ("CCISD"), and the City of Friendswood ("City"). This agreement is entered under the authority of Chapter 791, Texas Government Code, V.T.C.A.

This agreement will confirm the City and CCISD's discussions to continue providing school crossing guard coverage in CCISD school zones within the City. The terms of the agreement between the CCISD and the City to conduct the School Crossing Guard Program are as follows:

1. **DATES OF AGREEMENT.** This agreement will commence on September 1, 2021 and expire on August 31, 2023. This agreement may be renewed upon mutual agreement of the parties, and this agreement may be cancelled by either party by giving the other party at least thirty days written notice. Any amendments shall be in writing and signed by both parties.

2. **SCHOOL CROSSING GUARDS PROVIDED**. The City will provide five (5) school crossing guards to staff the school zones during the morning and afternoon school zone times. The school crossing guards will be assigned to Wedgewood Elementary and Brookside Intermediate School. A list of initial locations reflecting the number of crossing guards assigned to each location is attached as Exhibit A and incorporated as reference. The provision of school crossing guard services is a governmental function and service, included in Texas Government Code Section 791.003 (3).

3. **COMPENSATION**. The City and the CCISD agree to share all costs associated with the salaries of the five (5) school crossing guards on an equal (50/50) basis. CCISD shall pay the City for school crossing guard coverage for the 175 student school days. CCISD shall make those payments from current revenues available to the CCISD. Payment shall be made to the City following the end of the school year. It is the intent of the agreement that money payments be made by the CCISD to the City based upon billings for actual number of student days.

The City will forward requests for payment of CCISD's share by invoice showing the line items and detailed costs involved once per year. The City shall submit bills to the CCISD by June 30, of each year and CCISD shall pay the City on or before July 30, of each year.

The City of Friendswood Police Department will provide approved training for each School Crossing Guard. The City will provide all uniforms, equipment, and workers compensation insurance costs for the School Crossing Guards.

Point of contact for crossing guards in CCISD is the Director of Safe & Secure Schools and Captain Dennis Senter for the City.

Pursuant to Texas Government Code Section 791.011 (d)(1), this agreement must be authorized by the governing body of each party.

To indicate your acceptance of this agreement, please sign, date and return the enclosed copy of this agreement. Once accepted, this agreement will represent the complete agreement between the Clear Creek Independent School District and the City of Friendswood for the School Crossing Guard Program.

_____ DATE: 08/02/2021

Morad Kabiri, City Manager

_____ DATE: 7.28.21

Brian Palazzi, Director of Safe & Secure Schools

_____ DATE: 7/27/21

Dr. Eric Williams, Superintendent of Schools

EXHIBIT A

Number of Crossing Guards	Crossing Guard Assignment	Campus	Hours AM	Hours PM
1	FM 528 & Blackhawk Blvd	Brookside Intermediate	8:15AM - 9:05AM	4:00PM - 4:35PM
1	FM 528 & Bay Area Blvd	Brookside Intermediate	8:15AM - 9:05AM	4:00PM - 4:35PM
1	Blackhawk Blvd & Friendswood Link Rd	Wedgewood Elementary	7:30AM - 8:15AM	2:45PM - 3:30PM
2	4000 Friendswood Link (In front of school)	Wedgewood Elementary	7:30AM - 8:15AM	2:45PM - 3:30PM

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/17/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the ratification of the Mayor and City Manager signatures on an interlocal agreement with the Galveston County Parks & Cultural Services Department for the FY2022 Meal Program.

Originating Department: City Secretary

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

This item allows the Council to approve the ratification of the Mayor and City Manager signatures on an interlocal agreement with the Galveston County Parks & Cultural Services Department (the "County") for the FY2022 Meal Program (the "agreement").

The agreement grants funds to offer meals to the Friendswood Senior Citizen Program as the activity Building for FY-2022. Since the agreement needed to be executed and returned to the County for approval no later than September 10, 2021, the Mayor and City Manager signed said agreement pending Council's approval.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Will eliminate meals for the Senior Citizen Program.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2021 Galveston County Parks & Cultural Services Int Agreement - FY2022 Senior Meal Program

Galveston County Parks & Cultural Services

Congregate Meal Service Agreement

This agreement is by and between **Galveston County, Galveston County Department of Parks and Cultural Services** and the **City of Friendswood (authorized agents named below).** The purpose for this agreement is to allow the **City of Friendswood** to provide congregate meal service for eligible clients.

The parties agree that **City of Friendswood** will have congregate meal service as described below:

Effective Date: October 1, 2021

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Friendswood Activity Building

Days of the week:

- **Monday-Friday**

Galveston County Parks & Cultural Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to **City of Friendswood**.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice **City of Friendswood** for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

City of Friendswood will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for emailing in a completed meal order and verifying receipt of the meal order by 12:00 noon, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of $6.59 per meals/unit. Non-eligible meals will be invoiced to **City of Friendswood** quarterly and reimbursement from **City of Friendswood** will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

This agreement:

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County

_____
Mark A. Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

Signature:_____ **Date:**_____
Galveston County Parks & Cultural Services, Director
Julie Diaz
4102 Main Street
La Marque, TX 77568

Signature:_____ **Date:**_____
Primary Representative, Name:_____ **(print)**
Address:_____
City, State Zip:_____
Phone:_____
Email:_____

Signature:_____ **Date:**_____
Alternate Representative, Name:_____ **(print)**
Address:_____
City, State Zip:_____
Phone:_____
Email:_____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the July 2021 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax

Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

August 9, 2021

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of July, 2021 is true and correct.

Under my hand and seal this 9th day of August, 2021.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.392153	80,126.77	.00	5,964.42	.00	86,091.19	7,206.87	.00	.00	93,298.06
	I & S	.095161	19,443.66	.00	1,447.37	.00	20,891.03	.00	.00	.00	20,891.03
	TOTAL	.487314	99,570.43	.00	7,411.79	.00	106,982.22	7,206.87	.00	.00	114,189.09
2019	M & O	.432160	47.16	.00	376.73	.00	423.89	368.60	.00	.00	792.49
	I & S	.089279	9.72	.00	77.84	.00	87.56	.00	.00	.00	87.56
	TOTAL	.521439	56.88	.00	454.57	.00	511.45	368.60	.00	.00	880.05
2018	M & O	.437173	589.33	.00	241.87	.00	831.20	201.40	.00	.00	1,032.60
	I & S	.095218	128.34	.00	52.68	.00	181.02	.00	.00	.00	181.02
	TOTAL	.532391	717.67	.00	294.55	.00	1,012.22	201.40	.00	.00	1,213.62
2017	M & O	.432349	93.41	.00	50.45	.00	143.86	35.09	.00	.00	178.95
	I & S	.095000	20.53	.00	11.08	.00	31.61	.00	.00	.00	31.61
	TOTAL	.527349	113.94	.00	61.53	.00	175.47	35.09	.00	.00	210.56
2016	M & O	.462000	71.43	.00	38.22	.00	109.65	18.29	.00	.00	127.94
	I & S	.084000	12.98	.00	6.94	.00	19.92	.00	.00	.00	19.92
	TOTAL	.546000	84.41	.00	45.16	.00	129.57	18.29	.00	.00	147.86
ALL	M & O		80,928.10	.00	6,671.69	.00	87,599.79	7,830.25	.00	.00	95,430.04
ALL	I & S		19,615.23	.00	1,595.91	.00	21,211.14	.00	.00	.00	21,211.14
ALL	TOTAL		100,543.33	.00	8,267.60	.00	108,810.93	7,830.25	.00	.00	116,641.18
DLQ	M & O		801.33	.00	707.27	.00	1,508.60	623.38	.00	.00	2,131.98
DLQ	I & S		171.57	.00	148.54	.00	320.11	.00	.00	.00	320.11
DLQ	TOTAL		972.90	.00	855.81	.00	1,828.71	623.38	.00	.00	2,452.09
CURR	M & O		80,126.77	.00	5,964.42	.00	86,091.19	7,206.87	.00	.00	93,298.06
CURR	I & S		19,443.66	.00	1,447.37	.00	20,891.03	.00	.00	.00	20,891.03
CURR	TOTAL		99,570.43	.00	7,411.79	.00	106,982.22	7,206.87	.00	.00	114,189.09

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019	RF210713	1063210000019	202001	0.00	0.00	0.00	0.00	HK23	130.36-	130.36-RF
2019	RF210713	1063210000019	202001	130.36-	0.00	0.00	0.00	HK23	130.36	0.00 RF
2019	RF210714	293565	201912	0.00	0.00	0.00	0.00	19S1	280.32-	280.32-RF
2019	RF210714	293565	201912	280.32-	0.00	0.00	0.00	19S1	280.32	0.00 RF
2019	RF210714	306981	201912	309.97-	0.00	0.00	0.00	19S1	309.97	0.00 RF
2019	RF210714	306981	201912	0.00	0.00	0.00	0.00	19S1	309.97-	309.97-RF
2019	RF210714	306999	201912	0.00	0.00	0.00	0.00	19S1	268.71-	268.71-RF
2019	RF210714	306999	201912	268.71-	0.00	0.00	0.00	19S1	268.71	0.00 RF
2019	RF210714	307008	201911	130.36-	0.00	0.00	0.00	19S1	130.36	0.00 RF
2019	RF210714	307008	201911	0.00	0.00	0.00	0.00	19S1	130.36-	130.36-RF
2019	RF210714	522442	202001	474.00-	0.00	0.00	0.00	19S1	474.00	0.00 RF
2019	RF210714	522442	202001	0.00	0.00	0.00	0.00	19S1	474.00-	474.00-RF
		2019 TOTAL		1,593.72-	0.00	0.00	0.00		0.00	1,593.72-
2020	941072821T	1012800000003	202102	181.39-	0.00	0.00	0.00	CERT	0.00	181.39-TR
2020	RF210713	1063210000019	202012	0.00	0.00	0.00	0.00	HK11	142.18-	142.18-RF
2020	RF210713	1063210000019	202012	142.18-	0.00	0.00	0.00	HK11	142.18	0.00 RF
2020	844961072721	1098320000027	202107	2.34-	0.00	0.42-	0.55-	HS04	0.00	3.31-TR
2020	RF210713	1198830010006	202101	0.00	0.00	0.00	0.00	HK11	290.49-	290.49-RF
2020	RF210713	1198830010006	202101	290.49-	0.00	0.00	0.00	HK11	290.49	0.00 RF
2020	RF210713	1362870000001	202101	0.00	0.00	0.00	0.00	HK11	487.31-	487.31-RF
2020	RF210713	1362870000001	202101	487.31-	0.00	0.00	0.00	HK11	487.31	0.00 RF
2020	924072321PHC	168785	202106	44.00-	0.00	6.60-	0.00	CERT	0.00	50.60-RI
2020	864070221CHC	200373	202106	376.16-	0.00	0.00	0.00	CERT	0.00	376.16-TR
2020	RF210714	201118	202012	121.83-	0.00	0.00	0.00	20S0	121.83	0.00 RF
2020	RF210714	201118	202012	0.00	0.00	0.00	0.00	20S0	121.83-	121.83-RF
2020	RF210714	202419	202106	0.00	0.00	0.00	0.00	20S019TX064	575.52-	575.52-RF
2020	RF210714	202419	202106	500.45-	0.00	75.07-	0.00	20S019TX064	575.52	0.00 RF
2020	844945070821	219071	202106	376.84-	0.00	0.00	0.00	CERT	0.00	376.84-TR
2020	RF210714	293565	202012	0.00	0.00	0.00	0.00	20S0	275.32-	275.32-RF
2020	RF210714	293565	202012	275.32-	0.00	0.00	0.00	20S0	275.32	0.00 RF
2020	RF210714	306981	202012	495.49-	0.00	0.00	0.00	20S0	495.49	0.00 RF
2020	RF210714	306981	202012	0.00	0.00	0.00	0.00	20S0	495.49-	495.49-RF
2020	RF210714	306999	202012	353.01-	0.00	0.00	0.00	20S0	353.01	0.00 RF
2020	RF210714	306999	202012	0.00	0.00	0.00	0.00	20S0	353.01-	353.01-RF
2020	RF210714	307008	202012	0.00	0.00	0.00	0.00	20S0	186.87-	186.87-RF
2020	RF210714	307008	202012	186.87-	0.00	0.00	0.00	20S0	186.87	0.00 RF
2020	RF210714	387516	202011	0.00	0.00	0.00	0.00	20S0	121.83-	121.83-RF
2020	RF210714	387516	202011	121.83-	0.00	0.00	0.00	20S0	121.83	0.00 RF
2020	94107122021T	511229	202107	368.38-	0.00	25.79-	0.00	CERT10TX079	0.00	394.17-TR
2020	RF210714	522442	202012	0.00	0.00	0.00	0.00	20S0	486.75-	486.75-RF
2020	RF210714	522442	202012	486.75-	0.00	0.00	0.00	20S0	486.75	0.00 RF
2020	902070621T	523876	202012	2,015.53-	0.00	0.00	0.00	CERT	0.00	2,015.53-TR

REVERSALS DETAIL SCHEDULE
FROM: 07/01/2021 THRU 07/31/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020	RF210713	H2253460	202012	0.00	0.00	0.00	0.00 HK11	3.59-	3.59-RF
2020	RF210713	H2253460	202012	3.59-	0.00	0.00	0.00 HK11	3.59	0.00 RF
		2020 TOTAL		6,829.76-	0.00	107.88-	0.55-	0.00	6,938.19-
		TOTAL REVERSALS		8,423.48-	0.00	107.88-	0.55-	0.00	8,531.91-

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 07/01/2021 THRU 07/31/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2016 TOTAL		84.41	0.00	45.16	18.29	0.00	147.86
	2017 TOTAL		113.94	0.00	61.53	35.09	0.00	210.56
	2018 TOTAL		717.67	0.00	294.55	201.40	0.00	1,213.62
	2019 TOTAL		1,650.60	0.00	454.57	368.60	0.00	2,473.77
	2020 TOTAL		106,400.19	0.00	7,519.67	7,207.42	0.00	121,127.28
	TOTAL PAYMENTS		108,966.81	0.00	8,375.48	7,830.80	0.00	125,173.09
	2019 TOTAL		1,593.72-	0.00	0.00	0.00	0.00	1,593.72-
	2020 TOTAL		6,829.76-	0.00	107.88-	0.55-	0.00	6,938.19-
	TOTAL REVERSALS		8,423.48-	0.00	107.88-	0.55-	0.00	8,531.91-
	TOTAL FOR UNIT		100,543.33	0.00	8,267.60	7,830.25	0.00	116,641.18

FISCAL START: 08/01/2020 END: 07/31/2021 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,797,796,969	166,244,628	3,964,041,597	00.487314	18,879,839.72	17,148

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	18,065,542.22	814,297.50	814,297.50	18,715,943.57	18,715,943.57	163,896.15	99.13	0.00
2019	221,138.15	61,139.81-	61,139.81-	108,339.25	108,339.25	51,659.09	67.71	0.00
2018	46,656.63	3,357.64-	3,357.64-	16,930.30	16,930.30	26,368.69	39.10	0.00
2017	21,992.69	7,586.25	7,586.25	13,297.39	13,297.39	16,281.55	44.96	0.05-
2016	17,330.46	188.49-	188.49-	3,038.46	3,038.46	14,103.51	17.73	0.00
2015	14,009.79	.00	0.00	885.02	885.02	13,124.77	6.32	0.00
2014	14,747.87	.00	0.00	913.74	913.74	13,834.13	6.20	0.00
2013	11,225.18	.00	0.00	561.64	561.64	10,663.54	5.00	0.00
2012	10,965.91	115.47-	115.47-	320.77	320.77	10,529.67	2.96	115.47-
2011	10,272.17	74.99-	74.99-	343.43	343.43	9,853.75	3.37	74.99-
2010	9,505.56	.00	0.00	779.27	779.27	8,726.29	8.20	0.00
2009	6,883.00	.00	0.00	453.83	453.83	6,429.17	6.59	0.00
2008	5,727.32	.00	0.00	124.26	124.26	5,603.06	2.17	0.00
2007	1,978.69	.00	0.00	1.89	1.89	1,976.80	.10	0.00
2006	2,787.78	.00	0.00	30.39	30.39	2,757.39	1.09	0.00
2005	1,428.40	.00	0.00	6.95	6.95	1,421.45	.49	0.00
2004	650.49	.00	0.00	10.02	10.02	640.47	1.54	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	.00	0.00	0.00	0.00	924.85		0.00
2001	941.66	.00	0.00	0.00	0.00	941.66		0.00
2000	996.69	.00	0.00	0.00	0.00	996.69		0.00
1999	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	18,466,352.63	757,007.35	757,007.35	18,861,980.18	18,861,980.18	361,379.80		190.51-

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2021
LAND VALUE	5,043,274,252	5,043,274,252	58,722,196	51,945-	58,670,251	5,101,944,503
AG EXCLUSION	27,337,308	27,337,308	2,167,783	2,748,470-	580,687-	26,756,621
IMPROVEMENTS	706,413,340	706,413,340	183,734,870	34,182,999-	149,551,871	855,965,211
APPRAISED VALUE	5,043,274,252	5,043,274,252	242,457,066	34,234,944-	208,222,122	5,251,496,374
EXEMPTIONS	1,218,139,975	1,218,139,975	40,000,926	4,725,038	41,977,494	1,260,117,469
TAXABLE VALUE	3,797,796,969	3,797,796,969	202,456,140	36,211,512-	166,244,628	3,964,041,597
LEVY	18,065,542.22	18,065,542.22	1,218,597.80	404,300.30-	814,297.50	18,879,839.72
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	477	139	142	10,362
OVER 65	3,163	3,163	130	46	51	3,214
DISABLED	182	182	8	8	9	191
VETERAN	221	221	10	5	6	227
TOTAL EXEMPT	80	80	0	0	0	80

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2021
LAND VALUE	4,537,437,822	4,537,437,822	243,468	50,000-	193,468	4,537,631,290
AG EXCLUSION	24,683,691	24,683,691	0	220-	220-	24,683,471
IMPROVEMENTS	645,931,872	645,931,872	1,225,283	5,939,157-	4,713,874-	641,217,998
APPRAISED VALUE	4,537,437,822	4,537,437,822	1,468,751	5,989,157-	4,520,406-	4,532,917,416
EXEMPTIONS	1,018,439,121	1,018,439,121	326,024	8,082,693	8,408,497	1,026,847,618
TAXABLE VALUE	3,494,315,010	3,494,315,010	1,142,727	14,071,630-	12,928,903-	3,481,386,107
LEVY	221,138.15	221,138.15	5,968.68	67,108.49-	61,139.81-	159,998.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	2	98	98	10,098
OVER 65	2,975	2,975	1	37	37	3,012
DISABLED	181	181	0	9	9	190
VETERAN	205	205	0	1	1	206
TOTAL EXEMPT	74	74	0	0	0	74

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2021
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	210-	210-	23,842,700
IMPROVEMENTS	617,900,409	617,900,409	340,256	87,542-	252,714	618,153,123
APPRAISED VALUE	4,207,374,518	4,207,374,518	340,256	87,542-	252,714	4,207,627,232
EXEMPTIONS	891,117,422	891,117,422	320,696	2,086,798	2,407,284	893,524,706
TAXABLE VALUE	3,292,414,186	3,292,414,186	19,560	2,174,130-	2,154,570-	3,290,259,616
LEVY	46,656.63	46,656.63	113.72	3,471.36-	3,357.64-	43,298.99
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	26	26	10,027
OVER 65	2,897	2,897	0	11	11	2,908
DISABLED	0	0	0	3	3	3
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2021
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	2,010	23,330-	21,320-	615,890,491
APPRAISED VALUE	4,271,816,787	4,271,816,787	2,010	23,330-	21,320-	4,271,795,467
EXEMPTIONS	988,826,434	988,826,434	0	96,309	96,309	988,922,743
TAXABLE VALUE	3,264,000,598	3,264,000,598	2,010	119,639-	117,629-	3,263,882,969
LEVY	21,992.69	21,992.69	10.60	7,575.65	7,586.25	29,578.94
UNCOLLECTIBLE	.00	.05	.00	.00	.00	.05
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	1-	1-	10,004
OVER 65	2,854	2,854	0	1	1	2,855
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2021
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	21,264-	21,264-	569,866,747
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	21,264-	21,264-	3,999,105,854
EXEMPTIONS	968,850,710	968,850,710	0	13,666	13,666	968,864,376
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	34,930-	34,930-	3,016,805,265
LEVY	17,330.46	17,330.46	.00	188.49-	188.49-	17,141.97
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	1-	1-	9,912
OVER 65	2,721	2,721	0	1-	1-	2,720
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2021
LAND VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
AG EXCLUSION	24,253,634	24,253,634	0	0	0	24,253,634
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
EXEMPTIONS	688,493,465	688,493,465	0	0	0	688,493,465
TAXABLE VALUE	2,297,998,999	2,297,998,999	0	0	0	2,297,998,999
LEVY	10,965.91	10,965.91	.00	115.47-	115.47-	10,850.44
UNCOLLECTIBLE	.00	115.47	.00	.00	.00	115.47
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,520	9,520	0	0	0	9,520
OVER 65	2,294	2,294	0	0	0	2,294
DISABLED	184	184	0	0	0	184
VETERAN	202	202	0	0	0	202
TOTAL EXEMPT	611	611	0	0	0	611

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2021
LAND VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
AG EXCLUSION	25,181,497	25,181,497	0	0	0	25,181,497
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
EXEMPTIONS	693,987,772	693,987,772	0	0	0	693,987,772
TAXABLE VALUE	2,307,908,459	2,307,908,459	0	0	0	2,307,908,459
LEVY	10,272.17	10,272.17	.00	74.99-	74.99-	10,197.18
UNCOLLECTIBLE	.00	74.99	.00	.00	.00	74.99
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,686	9,686	0	0	0	9,686
OVER 65	2,190	2,190	0	0	0	2,190
DISABLED	191	191	0	0	0	191
VETERAN	183	183	0	0	0	183
TOTAL EXEMPT	606	606	0	0	0	606

Summary of Jurisdiction Remittances Processed

Report run on: August 2, 2021 10:48 AM

For Remitted Deposit Dates 07/01/2021 thru 07/31/2021 as of 08/02/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 68527	Print Date:07/08/2021						
	Current	3,844.98	933.01	0.00	0.00	0.00	4,777.99
Last Deposit Date	07/01/2021	$3,844.98	$933.01	$0.00	$0.00	$0.00	$4,777.99
ACH 68562	Print Date:07/08/2021						
	Current	6,905.39	1,675.68	0.00	0.00	0.00	8,581.07
	Delq	293.97	60.75	0.00	0.00	0.00	354.72
Last Deposit Date	07/02/2021	$7,199.36	$1,736.43	$0.00	$0.00	$0.00	$8,935.79
ACH 68604	Print Date:07/08/2021						
	Current	12,052.80	2,924.76	0.00	0.00	0.00	14,977.56
	Delq	307.43	65.23	0.00	0.00	0.00	372.66
Last Deposit Date	07/06/2021	$12,360.23	$2,989.99	$0.00	$0.00	$0.00	$15,350.22
ACH 68643	Print Date:07/08/2021						
	Current	4,188.73	1,016.45	0.00	0.00	0.00	5,205.18
Last Deposit Date	07/07/2021	$4,188.73	$1,016.45	$0.00	$0.00	$0.00	$5,205.18
ACH 68684	Print Date:07/12/2021						
	Current	4,207.69	1,021.03	0.00	0.00	0.00	5,228.72
	Delq	175.95	36.38	0.00	0.00	0.00	212.33
Last Deposit Date	07/08/2021	$4,383.64	$1,057.41	$0.00	$0.00	$0.00	$5,441.05
ACH 68723	Print Date:07/12/2021						
	Current	2,385.38	578.84	0.00	0.00	0.00	2,964.22
	Delq	657.07	136.99	0.00	0.00	0.00	794.06
Last Deposit Date	07/09/2021	$3,042.45	$715.83	$0.00	$0.00	$0.00	$3,758.28
ACH 68762	Print Date:07/14/2021						
	Current	585.49	142.07	0.00	0.00	0.00	727.56
Last Deposit Date	07/12/2021	$585.49	$142.07	$0.00	$0.00	$0.00	$727.56
ACH 68798	Print Date:07/15/2021						
	Current	2,792.51	677.62	0.00	0.00	0.00	3,470.13
	Delq	(108.04)	(22.32)	0.00	0.00	0.00	(130.36)
Last Deposit Date	07/13/2021	$2,684.47	$655.30	$0.00	$0.00	$0.00	$3,339.77
ACH 68896	Print Date:07/19/2021						
	Current	2,499.98	606.69	0.00	0.00	0.00	3,106.67
	Delq	(1,014.39)	(207.68)	0.00	0.00	0.00	(1,222.07)
Last Deposit Date	07/16/2021	$1,485.59	$399.01	$0.00	$0.00	$0.00	$1,884.60
ACH 68928	Print Date:07/21/2021						
	Current	285.01	69.17	0.00	0.00	0.00	354.18
	Delq	389.53	84.84	0.00	0.00	0.00	474.37
Last Deposit Date	07/19/2021	$674.54	$154.01	$0.00	$0.00	$0.00	$828.55
ACH 68963	Print Date:07/22/2021						
	Current	122.20	29.65	0.00	0.00	0.00	151.85
Last Deposit Date	07/20/2021	$122.20	$29.65	$0.00	$0.00	$0.00	$151.85
ACH 68997	Print Date:07/23/2021						
	Current	657.14	159.47	0.00	0.00	0.00	816.61
Last Deposit Date	07/21/2021	$657.14	$159.47	$0.00	$0.00	$0.00	$816.61

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Summary of Jurisdiction Remittances Processed

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For Remitted Deposit Dates 07/01/2021 thru 07/31/2021 as of 08/02/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 69035	Print Date:07/26/2021						
	Current	7,781.29	1,888.24	0.00	0.00	0.00	9,669.53
	Delq	1.49	0.31	0.00	0.00	0.00	1.80
Last Deposit Date	07/22/2021	$7,782.78	$1,888.55	$0.00	$0.00	$0.00	$9,671.33
ACH 69076	Print Date:07/27/2021						
	Current	2,985.99	724.58	0.00	0.00	0.00	3,710.57
	Delq	8.77	1.81	0.00	0.00	0.00	10.58
Last Deposit Date	07/23/2021	$2,994.76	$726.39	$0.00	$0.00	$0.00	$3,721.15
ACH 69115	Print Date:07/28/2021						
	Current	9,360.25	2,271.41	0.00	0.00	0.00	11,631.66
Last Deposit Date	07/26/2021	$9,360.25	$2,271.41	$0.00	$0.00	$0.00	$11,631.66
ACH 69154	Print Date:07/28/2021						
	Current	8,043.76	1,951.91	0.00	0.00	0.00	9,995.67
Last Deposit Date	07/27/2021	$8,043.76	$1,951.91	$0.00	$0.00	$0.00	$9,995.67
ACH 69191	Print Date:07/30/2021						
	Delq	49.42	10.20	0.00	0.00	0.00	59.62
Last Deposit Date	07/28/2021	$49.42	$10.20	$0.00	$0.00	$0.00	$59.62
ACH 69226	Print Date:07/30/2021						
	Current	10,029.64	2,433.76	0.00	0.00	0.00	12,463.40
	Delq	591.40	122.18	0.00	0.00	0.00	713.58
Last Deposit Date	07/29/2021	$10,621.04	$2,555.94	$0.00	$0.00	$0.00	$13,176.98
ACH 69267	Print Date:08/02/2021						
	Current	7,362.96	1,786.69	0.00	0.00	0.00	9,149.65
	Delq	156.00	31.42	0.00	0.00	0.00	187.42
Last Deposit Date	07/30/2021	$7,518.96	$1,818.11	$0.00	$0.00	$0.00	$9,337.07
	Total:	**$87,599.79**	**$21,211.14**	**$0.00**	**$0.00**	**$0.00**	**$108,810.93**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/02/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Retreat held on July 10, 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Retreat, held on Saturday, July 10, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2021 07 10 CC Meeting Minutes (Draft)

DRAFT

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD JULY 12, 2021

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON SATURDAY, JULY 10, 2021, IN THE JOYCINA DAY BAKER CONFERENCE ROOM, LOCATED IN THE FRIENDSWOOD LIBRARY, 416 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

TRISH HANKS	COUNCILMEMBER
STEVE ROCKEY	COUNCILMEMBER
SALLY BRANSON	COUNCILMEMBER
ROBERT J. GRIFFON	MAYOR PRO TEM
JOHN SCOTT	COUNCILMEMBER
BRENT ERENWERT	COUNCILMEMBER
MIKE FOREMAN	MAYOR
MORAD KABIRI	CITY MANAGER
MARY KAY FISCHER	CITY ATTORNEY
LETICIA BRYSCH	CITY SECRETARY

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 8:32 A.M.; all members were present. Mayor Foreman led the Pledge of Allegiance of the United States and State of Texas Pledge.

2. PUBLIC COMMUNICATIONS

No one signed up to speak.

3. DISCUSSIONS

A. Present Receive and discuss City operations, planning and goal settings for the City of Friendswood.

City Manager Mr. Morad Kabiri presented the item and stated that the meeting would be brief, and staff would be going over two main items: (1) the budget and (2) economic development.

Mr. Kabiri stated that as promised he wanted to give the council an update on what had been done in previous retreats. In February 2020, there were two major topics that dominated the discussion, the first being the city's bond program that had just been approved in November of 2019. At the time of that meeting, the city had had two General Obligation Bond issuances, $2,000,000 from Public Works Facility off of Blackhawk Boulevard, which is currently under engineering design for the renovations contained therein. Additionally, staff is working with the General Land Office in Harris County to add an emergency

shelter in that same facility. The other debt issuances would've been for five or six million dollars for drainage in the first round and then another $5,000,000 was issued recently. Mr. Kabiri noted that the monies have been used thus far towards the Imperial Estate Project as well as some engineering services associated with some other drainage projects.

Mr. Kabiri noted that at this item, staff does not anticipate issuing the next round of debt until such time as there is a defined project to pursue. He noted that unfortunately, the Whitcomb Project did not get approved by the CDBG Mitigation Grant; however, the staff has already been in communication with the Harris County Flood Control District, and they are excited to work with the city both on that project as well as the detention basin at FM 1959. Mr. Kabiri: Yes, ma'am. The other bond projects, the debt issuance that we've done thus far, are for the Fire Station 2 Project over FM 528 near the Harbor Church and the Public Safety Building Expansion Project. As of right now, those projects are both under design. We issued a contract for the Construction Manager at Risk, who's actively involved with the architect in that process. We hope to have construction started later or early 2022 timeframe. There will be a budgetary impact on that project, and we can discuss that later when we go over the budget.

Mr. Kabiri stated that the other main topic discussed was that of the city's Comprehensive Plan update. Council has been receiving quarterly reports from the Community Development Director Aubrey Harbin at council meetings, and most recently, she spearheaded a whirlwind effort over a three-week period to get public engagement and input both online, through social media, as well as in-person meetings at various events that have been fruitful. He noted that much of the input received has been in regard to Friendswood Parkway connecting Pearland Parkway to League City Parkway and while the input is not necessarily supportive of this roadway project, it is vital to the mobility in the area, and in the region.

Mr. Kabiri reminded the Council that the election of the Mayor Pro Tem and council liaisons for the upcoming year are at their places and action will be taken on these items at the Monday council meeting.

Mr. Kabiri moved onto present the council with budget information and noted that he and the Administrative Services Director Katina Hampton would work together to give the council a quick overview of the budget information. Ms. Hampton stated that the information presented would be very, very preliminary budget information and noted that per the charter, staff will formally present the council with a proposed budget before August 1st. Ms. Hampton noted that she would focus on the general fund as well as water and sewer operations.

Ms. Hampton gave a list of the key budget drivers as follows:

- For the current fiscal year, the city adopted the no new revenue rate that impacted the budget in the form of a reduction of roughly $391,000, and while some of those reductions in services have been restored in the current year, this will have an impact on next year's operating budget.
- The city has issued debt service related to the GO bonds that the voters approved in 2019 as well as the issuance of revenue debt, so there will be some additional principal and interest payments that will need to be addressed in the coming year.

- The bond projects impact to the budget because once those projects are completed, they will have operational costs. She also noted that the costs of adding items not included in the bond, such as furniture, fixtures, and equipment for the Public Safety Building expansion will be paid for out of the general fund. This is done in order not to pay interest on smaller items like furniture.
- The operational costs for just doing day-to-day business, i.e., providing the current customer services are increasing,
- Insurance costs are increasing, i.e., health insurance, property insurance, windstorm insurance, and
- Personnel costs are also increasing, and staff is planning for employee merit pay in the proposed budget, as well as some increases to health insurance, and a little bit in employee retirement.

Ms. Hampton noted that as it relates to deferred maintenance, staff has talked about this in the past and noted that many of the deferred maintenance of city facilities and infrastructure have been kind of kicked down the road a little bit, which is only a temporary solution, and staff is planning to address some of those items in the proposed budget.

Mr. Kabiri noted that an example of what Ms. Hampton was referencing can be seen in Public Works, who has a $400,000 large tractor that grades ditches that has been out of service for the better part of five months. This means that staff as not able cut ditches effectively, and ultimately it does the city no good to have the crews, but not have the equipment to do what is needed. Mr. Kabiri noted that he has asked the staff to identify these types of one-time expenditures that can be purchased in this year's budget using the fund balance above the 90-day, which will be brought forward to the council for their approval as budget amendments.

Mr. Kabiri noted that other items that are issues for a deferred maintenance include the Activity Building's roof that needs repair. He noted that the roof can only be patched so many times before the whole thing needs to be replaced, and if it is not replaced, then it can damage the structural integrity of the building, like what happened with City Hall, where the roof was replaced a few years ago. Mr. Kabiri noted that every year that these types of maintenance issues are kicked down the road, it potentially becomes a larger problem.

Ms. Hampton noted that current preliminary revenue are estimates, as staff is still waiting for certified values on the city' property taxes. She noted that staff is taking a second look at all the revenue sources and is projecting preliminary revenues for the general fund to be at about 32.9 million, which is an increase over last year by about 2.7 million; most of the revenue increase coming from taxes (~81%) and (~19%) from misc. revenue sources.

Ms. Hampton stated that staff is developing the proposed budget based on the current tax rate. She further noted that in 2020, Senate Bill 2 allowed for an incremental rate carry over and staff is looking to utilize a portion of that carry over from this past year into the current year to get the city's current tax rate, which

is the same as this year. Based on the preliminary numbers and without the certified values, staff is estimating the city's taxable values to go up by about 348 million.

Mr. Kabiri stated in response to Councilmember Scott's question regarding the amount of increase in revenue on a percentage basis if the city keeps the current tax rate, that it would be 1.7 million of a $30 million budget, so, less than 5%. Mr. Kabiri further noted that this item would not have to go before the voters because of the carryover allowed under Senate Bill 2.

Councilmember Scott stated that he appreciated the staff bringing this information to the council as it can be a bit confusing and at the end of the day, it's how much more revenue the city is going to take in, and so knowing that this would be a 5.1% revenue increase even with keeping the same rate is fine.

Councilmember Hanks noted that she is concerned about the deferred maintenance issue because it is important to dedicate the time and resources to appropriately deal with these items.

Ms. Hampton continued with the presentation and gave an overview of the city's tax rates and exemptions and noted that staff is expecting about 16.8 million in property taxes and about 8 million in sales tax. She noted that the franchise taxes are down due to recently passed telecommunications legislation; fines are up and inter-fund transfers, such as the water-sewer fund, the Friendswood Downtown Economic Development Corporation is repaying the general fund for expenses that are mainly salaries.

Ms. Hampton noted that as it related to the expenditures for the general fund; staff is projecting expenditures to balance the revenue coming in. She noted that Friendswood has always had a balanced budget of about 32.9 million in expenditures with personnel making up most of the debt at 67% and the other portion is non-personnel in capital improvements. Mr. Kabiri clarified that the 1.5 million in capital improvements is not inclusive of the $9,000,000 worth of bonds issued for the Public Safety Building and the Fire Station; these are located on a separate fund and recorded separately.

Ms. Hampton also noted that of the expenditures about 21.9 million of that is personnel and this amount is factoring in 2.75% for employee merit increases as well as the health insurance increase; non-personnel items are about 11 million, and includes items such as deferred maintenance, furniture, fixtures, equipment and the $500,000 for street improvements. Mr. Kabiri gave an overview of the sales tax revenue that is collected for street maintenance and the work being done with said funds.

Ms. Hampton then gave the Council an overview of the forces at work and decision packages that staff is hoping to include in the proposed budget, depending on funding availability. Mr. Kabiri explained the vetting and ranking process for the decision packages. He also gave the council a brief description of those items that are proposed for the FY2021-22 budget and they included:

- The addition of a vehicle to the public safety fleet,
- an increase in the EMS and Fire services contract, and
- health insurance increases.

Mr. Kabiri then listed the decision packages, which are things that aren't required to maintain the city's same level of service, but are needed in order to operate, and included:

- staff merit increases,
- a salary survey,
- IT infrastructure and desktop upgrades,
- a new position in the Library,
- a machine and design software update for Public Works,
- a comprehensive evaluation of critical infrastructure,
- a message board for the public at the Blackhawk facility off of FM2351,
- an IT Business Analyst 1, and
- the upgrade of a part-time position on Parks and Recreation to a full-time position.

Mr. Kabiri also identified one-time expenditures in the budget such as a retaining wall, the gazebo and some upgrades and/or replacements at certain parks. Ms. Hampton then gave an overview of those decision packages that remained unfunded in the proposed budget, which the council briefly discussed.

Ms. Hampton then moved onto discuss the city's water and sewer fund and noted that the preliminary revenue projections are at an estimated 17.9 million, the majority of which is user fees related to water and sewer services. The small remaining amount is from water meter sales, interest earnings on that fund, as well as some administrative fees. Taking a closer look, the city has about 8.5 million in water revenues, 8.9 million in sewer revenues, and then the remaining 480,000 comes from administrative fees, water meter sales, and interests. Mr. Kabiri stated that council will see a difference in the growth in water revenue versus the growth in sewer revenue, which are intended to offset the projects that are necessary on the water-sewer sides. Ms. Hampton noted that the numbers are trending in a way that staff anticipates the same level of revenue for the upcoming year; therefore, staff is recommending a rate increase or an adjustment to the water and sewer rates

Mr. Kabiri stated that staff needs council input as it relates to the tax rate and overall funding. He noted that some items or decision packages that were not included in the proposed budget will be brought forth to the council separately around August or September as a budget amendment for one-time purchases that will help keep or enhance city operations. The council discussed the decision package process, a micro versus micro approach to these items and how best to deal with deferred maintenance and contingency line items.

After a brief discussion regarding the proposed tax rate in the upcoming budget, Mayor Foreman recessed the meeting at 9:46 A.M.

Mayor Foreman reconvened the meeting at 10:01 A.M. and moved onto an economic development presentation by Assistant City Manager Stephen Rhea.

Mr. Rhea presented the item and stated that he wanted to touch base on the city's economic development

path that has taken place over the last 6 to 8 months, as he and Ms. Harbin have taken the reins on the program. He noted that first and foremost, the CEDC is almost at full membership and is now a very good and well-rounded group. Secondly, he noted that they now have a business toolkit program in place that can help people understand city processes, how to get started, contact information for the development process, and the power of using social media to promote local businesses.

Mr. Rhea stated that he wanted some input from the council on the business façade and facelift program; specifically, around having a smaller incentive, maybe $5,000 or $10,000, something along those lines that could potentially help get people to move forward with opening a business or better the existing location by helping to clean up the outside of the building, or maybe a little bit of uplift on the inside of the building.

The council discussed the item briefly and recommended that staff go back to the CEDC to draft a plan and/or program that would outline the application process, how much the city would be willing to participate and some options on how to implement the program.

Mr. Rhea stated that the CEDC has been working with the Planning and Zoning Commission to provide them inputs on item such as zone changes, land use plans, comp plans, and items that take all kinds of input and thoughts from the public. He noted that the CEDC meetings that met with various representatives from the community, agencies, and city boards to make sure that the CDEC fills in the gaps between the many volunteer programs, other entities and programs for economic development purposes. He further noted that a part of this endeavor is the collection of data that will help the city as it moves forward with policy updates that the CDEC uses, such as the Vision 2020 Plan, the Economic Development Policy, etc.

The council noted that both Mr. Rhea and Ms. Harbin have done an exceptional job, tag-teaming it to development of the CDEC and its relationships with other important entities, such as the P&Z.

Councilmember Branson gave the council an overview of their tour of the economic development projects and programs of the City of McKinney. She noted that while McKinney was a much larger city with larger programs and funding, many of the programs could be tweaked to accommodate the needs and demographics of Friendswood; specifically, that of an innovation find, which would fund local entrepreneurial initiatives.

Mr. Kabiri noted that this program is a bit of a paradigm shift as historically, all of the city's incentives are for things that are physically on the ground, and this would be an investment for ideas, which are intangible; they could be successful, or they could fail. The council consensus was that they were open to the right type of program, and requested more information on this type of program.

Council asked how the CDEC planned to support existing businesses, so they don't leave existing businesses out of incentives or programs. Mr. Rhea noted that the CEDC does have discussions on how to incentivize and/or provide tool kits for local businesses that want to grow and maybe relocate within

the city to a larger space. He noted that staff and the CDEC would continue to work on options for existing businesses to thrive in the community.

Lastly, Mr. Rhea gave the council an overview of the sidewalk project in the downtown area, its progress, and upcoming milestones.

4. COMMUNICATIONS FROM MAYOR, COUNCILMEMBERS AND/OR COTY MANAGER

Mayor Foreman invited members of the council to give any comments or updates.

Councilmember Rockey noted that the annual TML Conference is scheduled for early October and there will be information coming out on that soon.

Councilmember Scott stated that he was very appreciative of the staff's work on the budget and their willingness to reduce cost.

Councilmember Hanks wanted to thank Glenda for all of her hard work in the last few weeks and all her work over two consecutive Saturdays.

The council thanked the staff for the information and efficient budget discussion.

5. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the July 10, 2021, City Council Special Meeting at 10:36 A.M.

_____
Mike Foreman, Mayor

Attest:

_____
Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 07/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular meeting held August 2, 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021 08 02 CC Meeting Minutes (Draft)

DRAFT

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AUGUST 2, 2021

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, AUGUST 2, 2021, IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Mary Kay Fischer	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by Deacon Paul Robinson with Mary Queen Catholic Church.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman stated that the city had a Severe Weather Open House at the Library a few days after the last council meeting, and it was a great success. Mayor Foreman thanked everybody that worked the event, the Library staff, Brian Mansfield, Bryan Holmes, all of the emergency operations people that were in attendance.

Councilmember Rockey stated that the Summer Reading Program at the Library is closing soon, but there will be a Summer Night Video Game Party for kids aged 11 to 18-year-of age on Friday, August 13, beginning at 6:30 P.M.

Councilmember Rockey also noted that he had the opportunity to attend the Newly Elected Official's training and it was the first one in almost two years because of Covid. He noted that the training was held in San Antonio with about 300 people in attendance and was very informative. Councilmember Rockey noted that he got to attend this event in his position of President of the Texas Association of Mayors and Councilmen, which runs the training for TML.

Councilmember Branson stated that she noted that she was very excited to see that the sidewalk program had begun. She noted that this project was funded by a three and a half million-dollar grant that the City's FDEDC received. She further noted that the CEDC has done benchmarking on the downtown area in collaboration with local groups and they also went to McKinney about a month ago to look at what this community is doing as it relates to economic development. Lastly, Councilmember Branson encouraged those who are not vaccinated, please get vaccinated, I think it'd be important.

Councilmember Griffon stated that Planning and Zoning had by a unanimous vote lifted the restrictions on commercial buildings outside the downtown districts and can now be 70 feet, instead of 40 feet. Councilmember Griffon also noted that he had gotten off the phone with Tyler Drummond, who is with the Honorable Mark Henry's office, and he informed that there is consensus for the Commissioners to fund 7.5 million dollars for the City's FM 1959 In-line Detention Project. He further noted that Harris County had already agreed to 15 million, so this is going to go a long way to getting this project moving forward.

5. PUBLIC COMMUNICATIONS

Mayor Foreman stated that in order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, speakers shall refrain from any outbursts, or interjections including but not limited to applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

Mary and Abbas Masum requested to speak before the council regarding the fence located to the back of their property, 404 Pine Creek Drive. She noted that this fence is 21 years old, and it buffers her home against Irish Green 2, which was built in 1992 and is a set of commercial buildings. She stated that the fence is in need of maintenance and/or replacement and wanted assistance in getting the commercial property owner to meet the code requirements related to fencing.

Don Johnson requested to speak before the council regarding drainage issues associated with the Timber Creek Golf Course and a nearby plug. He stated that he had many years back when David Casserick was the general manager, heckled him enough that had gotten permission from the property owner to remove that plug in order to solve his drainage problems, but unfortunately, Mr. Casserick later came back and told him that they couldn't get a consensus on the board on pulling that plug out and so they have been in a stalemate for the past 20-some odd years. Mr. Johnson noted that he understood that there are some efforts to get a study done on the drainage for this area, and he is a little concerned about the study as he did not think that the question is really about the study, but is instead a question about what was legally approved in that plat some 20-odd years ago, and why that was never implemented.

6. PUBLIC COMMUNICATIONS

A. Receive the annual tax collection report from Perdue Brandon Fielder Collins & Mott LLP.

Mr. Mike Darlow, Perdue Brandon Fielder Collins and Mott, LLP, presented the item and stated that since the report from last year, they have collected a considerable amount of money for the city in the form of roughly $466,000 of unpaid taxes for all years through 2020; $266,000 of that was for the 2020 taxes that were just turned over to them on July 1st. Mr. Darlow noted that since the month of July, they have mailed out demand letters to everyone that had not yet paid the city and they also began their outbound calling campaign, which will of course, reduce the numbers provided tonight as payments have already started coming in.

Mr. Darlow noted that as it relates to taxes, if a resident is over the age of 65 and the home is their homestead, they can defer the payment of their taxes and if that happens, even if they are delinquent on their taxes, they will not send demand letters, phone calls, or lawsuits to them. Mr. Darlow noted that the company will instead just monitor these accounts periodically to make sure everybody that's getting those deferrals are entitled to them, and if that changes, then they will proceed with collection activity.

Mr. Darlow noted that Friendswood has a very small percentage of customers that are in bankruptcy and trust, and this group only represents about 1% of all the money, which denotes people's ability to at least pay their taxes. As it relates to the money that is owed, and how its broken down, 50% of what was owed is only 2020 taxes and what was owed at the end of June was about $266,000, but since that time that number had decreased to $175,000.

Mr. Darlow then noted that last year, around this time, there was about $344,000 turned over for collection, which was higher than prior years, which in part could have been COVID. He noted that there were some people that were not able to pay their taxes in a timely manner, but in the 12-month period that ended June 30 of 2021, almost 84.5% of that money was collected or resolved.

Mr. Darlow stated that as it related to this year, they have just started the collection process, but felt that the tax office had done a really good job for the city with just a little bit under 1.5% of the over 18 million in levied taxes have been collected. He noted that Friendswood really does not have a problem with delinquent taxes and historically, has an almost ninety-eight and a half to 99% collection by July of every tax cycle.

Mr. Darlow noted that as it related to the Municipal Court filing fees, they have an aggregate resolution rate over time of almost 80% of all unpaid court fines and fees have been collected.

Mayor Foreman thanked Mr. Darlow for his presentation and all his hard work on behalf of the City of Friendswood.

7. WORK SESSION

A. Receive and discuss a presentation regarding public safety.

City Manager Morad Kabiri presented the item and stated that there have been a number of newspaper and social media posts in the last month regarding Friendswood public safety, and one officer, in particular, Officer Sarah Carter. Mr. Kabiri stated that he has asked Police Chief Bob Wieners to give council a presentation about this situation, and the circumstances and facts surrounding the case.

Chief Wieners stated that the purpose of his presentation is to provide information relating to Officer Carter and her testimony in a Galveston County DWI trial on July 7th and 8th. He stated that he would provide council with factual information and let the council decide if they have any questions remaining regarding to public trust with respect to the Brady Disclosure Rule and also the Reasonable Suspicion Standard for vehicle stops.

Chief Wieners showed the council the full version of the 90-second video of the DWI stop conducted by Officer Carter that had portions of it played in a couple of media outlets. Chief Wieners noted that this video is part of the evidence that the judge would not allow the jury to see in the trial.

Chief Wieners stated that the defense attorney tried to spin this DWI case as a public trust issue; however, the facts speak for themselves. He noted that it is a typical defense strategy in many DWI trials to attempt to discredit or impeach the officer's testimony and the credibility of the officer because blood, breath, and video provide very strong evidence for the defense to repudiate. Chief Wieners noted that in this case, the defense raised questions of Officer Carter's credibility from a July 2017 Internal Affairs investigation where there was no finding of misconduct whatsoever. He noted that the facts relating to a vehicle stopped on September 15, 2019, speak for itself, it was dark and there was no way for her to know who was in the vehicle; both she and the arrestee are white and the arrestee at that time, lived in an affluent subdivision of Friendswood.

Chief Wieners noted that there are some comments attributed to Kevin Petrov, the First Assistant District Attorney of Galveston County, that quite frankly didn't make any sense. He noted that he called the district attorney and told him that his comments didn't seem in sync with any information that the city had received from them prior to the trial. Chief Wieners noted that the DA had told him at that time that the ADA had not said those things that had been attributed to him by other sources.

Chief Wieners noted that this issue is really going to be about the Brady Disclosure Rule, about police misconduct and an agency's responsibility to make a report of police misconduct. Chief Wieners noted that the report on the alleged misconduct of Officer Carter stated that there was absolutely no finding of misconduct related to untruthfulness, moral turpitude, or bias. Chief Wieners noted that the Police Department has an obligation to notify the DA if there was, and then the DA has the responsibility to notify the defense, but this was not the case as there was no finding of misconduct in the July 17th Internal Affairs (IA) report. Chief Wieners stated that in said IA report, Officer Carter was completely exonerated of any wrongdoing.

The next point relates to the Brady Disclosure Rules, and Chief Wieners noted that there is no Galveston County Policy for Brady Material Disclosure specifically related to police misconduct. He noted that Harris County does have this type of policy but even then, it was published three months after this incident.

Chief Wieners noted that the report shows two recent court rulings that came out of Galveston County, one is signed by Judge Ewing on the 28th of April and the other is signed by another county judge on the 27th of April with both judges having different opinions about the Brady material and the orders conflict each other, and there seems to be different opinions on what constitutes the Brady material. Chief Wieners noted that the July 2017 IA complaint intake form contained coerced information, which came from a 17-minute interview that was audio recorded, and it clearly did not meet the standard of criminal warning under Miranda or the administrative warning under Garrity.

Chief Wieners noted that vehicle stops are based on the Reasonable Suspicion Standard; however, it is probable cause that is needed for a citation to be issued or for an arrest to be made. Obviously, reasonable suspicion is a lesser standard, and an officer must be able to articulate reasonable suspicion. He noted that this reasonable suspicion may not be evident on video, and someone might not be able to know what the officer was thinking, but it must be articulated either in the video or in the offense report.

Chief Wieners stated that Officer Carter testified truthfully and correctly when she stated that she had made no vehicle stops without reasonable suspicion of a probable cause, which is what she told the investigator back in 2017. The investigator looked at 250 traffic stops in 90 days' worth of video and did not find any instance where Officer Carter had violated state law or department policy. Unfortunately, the judge discounted this critical information in testimony. Additionally, this particular judge had previously signed five blood warrants for Officer Carter, so five search warrants to obtain blood, two in 2021, two in 2020, and one in 2019, which all contained the articulated Reasonable Suspicion Standard, so the judge determined her to be credible in order to sign those warrants. Chief Wieners also noted that the judge in question was sued in Federal Court in March of 2018 for accusing a public defender of over-lawyering, spending too much time and county resources in defending his clients to which the judge settled the lawsuit in 2019, with settled being the keyword. Further, this particular judge accepted $3,000 in campaign donations from the defense attorney's law firm at an in-person fundraiser held on June 29th, 2021, just one week before the trial. Chief Wieners further noted that while political donations are a sensitive topic, they are a legitimate and necessary part of the election process; however, there is a high standard for the judiciary and the Texas Court Rules require a judge to recuse himself/herself if he/she cannot be reasonably impartial or has a bias against a party involved in a judicial proceeding.

Chief Wieners noted that the City and the Police Department must seek to safeguard the Reasonable Suspicion Standard for vehicle stops in citizen contacts or encounters because it is 60% of the work that they do. He further noted that this standard is clearly established in federal and state case law and was most recently affirmed in 2020 by the US Supreme Court.

Chief Wieners then noted that the community really must recognize the good officers that are out there doing their job, and looking out for the neighborhoods, but it's incumbent on the officers to act within the scope of federal and state law, and City and Police Department policies. The Police Department's going to continue to abide by Brady Disclosure Rules as it has in the past and will also be watchful of situations where a judge rules or issues an order that conflicts with established legal standards as was done in this

case. Chief Wieners thanked the council for their attention and opened himself up to answering any of their questions.

Councilmember Rockey stated that in one of the local papers, it identified Friendswood as being one of the cities with the highest DWI stop rates in Galveston County and asked the chief if he found this surprising. Councilmember Rockey also asked if there was a corollary, i.e., does Friendswood have fewer DWI accidents because the officers pull more people over. Chief Wieners responded that last year, they probably had about 30 DWI's in 2020, and right now they have about 13 year-to-date, so the officers are holding the line on the DWI-related accidents just as far as the number of stops compared to League City and Texas City, as noted in the article. Chief Wieners stated that Friendswood officers are working in pro-active policing and use their discretionary time to go out there and do some proactive police work.

Chief Wieners showed the council a slide with the annual crime report, and it shows how FPD has cut crime by more than fifty percent over the last ten years because of its business model of directing the activities of those officers during their self-initiated time for pro-active policing.

Councilmember Rockey then asked if somebody gets pulled over for suspicion of intoxication and they're not, they're fine, how long is that stop going to take them before they probably get sent on their way? Chief Wieners noted that it can take anywhere from 15 minutes or more depending on cooperation and/or the test that must be administered.

Councilmember Rockey gave an overview of his experience serving on a jury in Galveston County where Friendswood police officers testified, one of them being Officer Carter, and noted that they were incredibly professional and articulate. He further noted that he was approached by the visiting judge that handled the case to let him know that that was the best arrest and testimony he had ever seen by two police officers.

Mayor Foreman stated that he appreciated Chief Wiener's leadership on the police force. He noted that he wholeheartedly supported Officer Carter and hoped that this issue gets turned around and resolved in her favor quickly.

8. MUNICIPAL BUDGET FOR FISCAL YEAR 2021-22

A. Receive and discuss a presentation regarding the municipal budget for Fiscal Year 2021-22 and discuss a presentation regarding public safety.

City Manager Morad Kabiri presented the item and introduced Ms. Katina Hampton, Director of Administrative Services, and the budget team. He stated that Ms. Hampton would give the council a broad overview of the city's proposed budget for the fiscal year '22, which is a continuation of the discussion from the budget retreat held a few weeks ago.

Ms. Hampton stated that staff's focus for the presentation was on the General Fund and the Water and Sewer operating funds. She noted that as she had previously mentioned at the Council Retreat last month,

staff wanted to show some of the key factors or budget drivers that were considered and addressed in the coming year's budget.

Ms. Hampton noted that in the current year, the council adopted the no new revenue rate which resulted in about a $391,000 impact to the budget, resulting in staff having to reduce revenues by that amount and subsequently reducing expenditures as well. She noted that some of those expenditures have been restored in this current fiscal year and some will be addressed in the coming year. Additionally, there is an increase to the city's debt service obligations related to the voter-approved general obligation bonds which were approved in 2019, as the city issued another round of debt in the current year, as well as revenue bonds that were issued in 2018 and 2020.

Ms. Hampton stated that as staff completes the bond projects, there will be operational expenses that will come online for the city and some of those are addressed in the coming year's budget. Additionally, the city's operational costs to maintain the current services that its citizens have come to expect have also increased, and those are being addressed in the coming year's budget.

Ms. Hampton noted that the city's personnel costs, the city's most valuable asset have some increases included in the budget to accommodate additional personnel and employee merit. Also, deferred maintenance has been an issue that has been kicked down the road a little bit every year, but staff is seeing and experiencing some things that can no longer be deferred; therefore, staff is trying to address some of those deferred maintenance items as well as deferred equipment purchases in the coming year's budget. Lastly, the city's insurance costs, including healthcare, property and windstorm are all increasing, so those must be addressed as well.

Ms. Hampton showed the council a slide outlining the revenue funds for the city and noted that staff is estimating a total revenue of $1.25 million of which the majority or 40% is in fund balance and retained earnings, which will be used to address several capital items. The next largest portion of revenue is in taxes and includes property taxes, sales tax, franchise taxes and mixed drink taxes and are included in that portion, which is about 27% of the overall budget. The intergovernmental revenues are grant revenues and other interlocal agreements, such as the agreements with the school districts for security purposes as well as a big portion of this being the grants that staff has applied for and anticipate getting reimbursements for in the coming year. Ms. Hampton noted that about 15% of the budget is included in intergovernmental revenues, about 14% is in the charges for services, such as utility charges for services for water and sewer utilities, as well as Parks and Recreation facility rentals. She also noted that miscellaneous revenue is about $1.2 million or about 11% of the city's overall budget, which is a reduction from last year because staff is anticipating that next round of GO bonds being issued, but also included in miscellaneous revenue are some of the cell tower rental agreements and funds that come from that, as well as administrative services or administrative fees for our garbage service. Lastly, she noted that the remaining 4% is made up of building permits, internal vehicle lease program, and interest earnings in fines and fees.

Ms. Hampton noted that the next slide showed the city's total expenditures, including all funds for an estimated total of about $123 million in the proposed budget. She noted that the largest expenditure category for this year's budget is about $70.2 million, and that's related to the capital projects that staff anticipates will be completed in the upcoming fiscal year. She then noted that the next largest part of the overall budget's expenditures is related to Public Safety at about $16.2 million or 13% and includes the Police Department, Fire Marshal's Office, EMS as well as the contract for fire services with the

Friendswood Volunteer Fire Department. The Public Works Department makes up about 9% of the expenditures and includes streets and drainage on the general fund side and debt service makes up about $9.8 million of the overall budget. She also noted that the general government expenditures of about $7.1 million or 6% included the City Manager's Office, City Attorney, City Secretary, Administrative Services, Human Resources, and IT with Parks and Rec making-up another 3% and then the remaining 4% is Community Development, Engineering, Library, and the internal vehicle leases.

Ms. Hampton noted that the next portion of the presentation will focus on the general fund which has a proposed budget of about $31.7 million with taxes making up the majority of the city's general fund revenue source with about 20% being property taxes, 30% being sales tax and franchise taxes, and 19% coming from fines and fees as well as permits and charges for services.

Ms. Hampton noted that the city's proposed general fund revenue in the proposed budget was about $32 million. She noted that property taxes are up, and staff is anticipating that they will go up from about 1.3 to 1.5 million. As it relates to sales tax, staff is projecting an increase of a little under eight hundred thousand for the coming year. Mr. Kabiri noted that the $800,000 is over the budgeted amount from the previous year and stated that the city's actual collections have been on par with those forecasts.

Ms. Hampton noted that the city's franchise taxes, license and permits, charges for services, and miscellaneous interests or miscellaneous which include interest in sales tax revenue are projecting a little bit of a downward trend and that is reflected in the coming year's budget. She further stated that the city's sales tax, fines, inter-fund transfers, which is the transfer of funds from the water and sewer fund into the general fund to cover some administrative type duties where there are employees that are paid from the general fund, but also do work in support of the utility side of the city are the revenues that staff is protecting to increase in the upcoming budget.

Ms. Hampton stated that the next slide related to the city's proposed tax rate or what staff bases the city's budgets on. She noted that the proposed budget was developed based on holding flat tax rate. She noted that staff received some updated information from the Harris County Central Appraisal District which will reduce the city's net taxable value for the coming year in an estimated amount of $342,000, and as a result, staff is going to need to adjust the budget because it will reduce revenue and on the opposite side, staff will have to reduce expenditures while at the same time, holding at the tax rate that was initially included in the proposed budget.

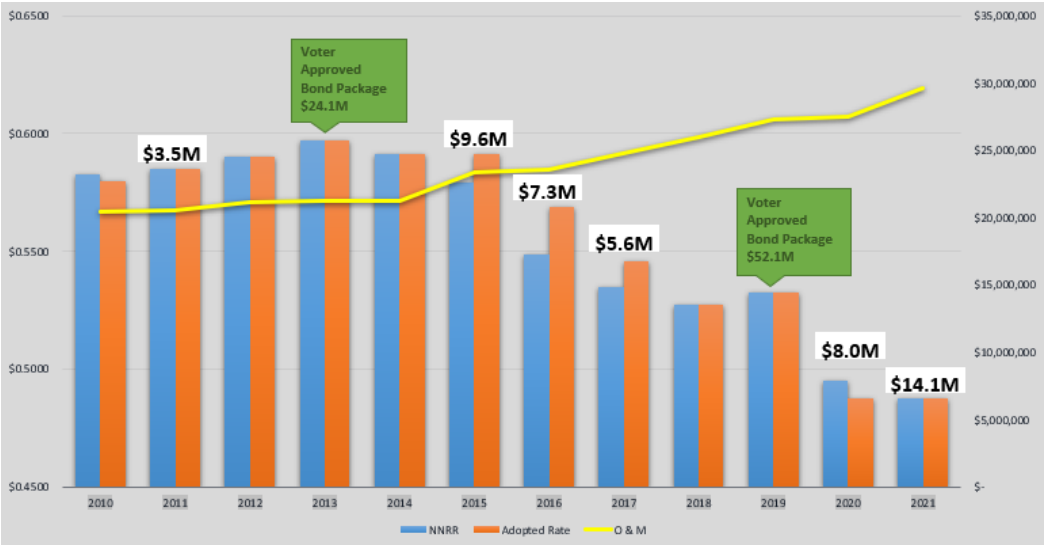
Mr. Kabiri stated that when staff presented council the draft budget the previous Friday, they had a proposal of a flat tax rate of 48 cents, the effective tax rate, or the no new revenue rate in that draft budget was 44 and a half cents, then; the no new revenue rate, or the new effective tax rate, is now 45 cents and some change. Staff is still recommending a flat tax rate and is making some adjustments in the other revenues and expenditures to be able to still hold true with what was proposed. He further noted that on the side of the slide council could see a debt service obligation in the general fund side of $4.3 million, which is up $600,000 this year, and was up $300,000 plus last year. Mr. Kabiri stated that this increase alone represents the 1.4 pennies on the tax rate, so the 45 cent tax rate to the maintaining of 48 cent tax rate, nearly a penny and a half of it is just for the voter approved debt service that they approved in 2019.

Mr. Kabiri in response to a question from the council stated that the debt service does not count against the voter-approved tax rate threshold, but it does count against the no new revenue rate, so from the no

new revenue rate perspective, it doesn't matter what happens to the debt service, it is still impacted, but not on the voter-approved tax rate simply because the voters already approved the debt.

Ms. Hampton noted that there is about $76 million in new construction value that will be added to the city's tax roll for this coming year; however, there is still about $249 million still under protest, but at some point, that will become certified, or it will be exempted by the appraisal review board and staff anticipate that around 85% of that amount will become certified and added to the city's tax rolls.

Ms. Hampton stated that staff wanted to provide some additional information comparing the city's tax rate to operations and maintenance growth and to reflect those general obligation debt service issuances as they relate to what the voters approved. She noted that the city's operations and maintenance cost has grown in the presented 12-year time span and is about $10 million in growth in the city's O&M from 2010 to the current year as seen on the chart below:



Mr. Kabiri noted that this chart illustrates for the vast majority of the last 12 years, that the city has adopted the no new revenue rate or less, the only years in which it did not do that was when the city adopted a rate higher than the no new revenue rate because it issued debt associated with the voter-approved bond programs. The only growth that the city has seen is new construction, and the city has lived off that new construction for the last 12 years, and in some respects to the detriment of the city's operations and maintenance.

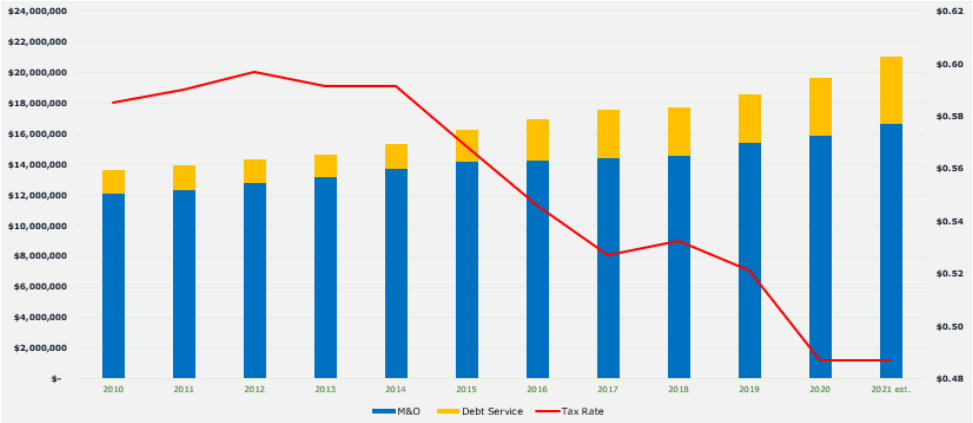
Councilmember Scott stated that as he had understood the information, when the staff originally started talking about a flat tax rate, they were talking about a no new revenue rate plus one and a half percent flat over a multi-year financial plan. He stated that he really did not see 48 cents as a flat tax, but is just a tax rate that is being treating for 2021-22, but in the multi-year financial plan, the city is looking at one-and-a-half cents over the new net revenue, in order to cover the obligations of the debt, and he saw that the city's debt at $4.3 million is about 1.4 cents in the budget. Councilmember Scott stated that he wanted to be clear because he had misunderstood what he was looking at as far as what is a flat tax rate over that revenue and believed that that was one and a half percent over the no new net revenue and thought the no new net revenue came in at 44 cents, but now staff is saying 48 cents and that is not really a flat tax rate,

it's just the tax rate that is being used because it's cheaper and asked if in fact the city is just using last year's tax rate. Ms. Hampton stated that he was correct in that the budget was developed using last year's tax rate.

Mr. Kabiri stated that historically, the City of Friendswood has adopted the no new revenue rate or what was previously known as the effective tax rate, so if the values went up, the city lowered its rate; if the values went down, the city increased its rate, so that the city brought in roughly the same amount of money from one tax year to the next.

Councilmember Scott noted that by flat tax rate, the city is just picking our last year's tax rate and staying with it. He noted that he had initially thought that the multi-year financial plan was what council was looking at, a one and a half cents increase over the no new net revenue to cover the debt service. Ms. Hampton noted that the one point four cents covers the increase in debt service from last year to this year because it went from $3.7 million to $4.3 million. Councilmember Scott noted that that is why he had thought it was a multi-year financial plan, so staff is saying, to raise it by one and a half cents to cover the obligations because the voters already agreed to issue debt, and he agreed with that, and noted that he now saw what staff was talking about.

Ms. Hampton stated that the next slide reflected the city's property tax revenue and the tax rate that's been adopted and noted that when the city adopted the no new revenue rate, the only growth seen came from the new properties that were added to the tax roll.



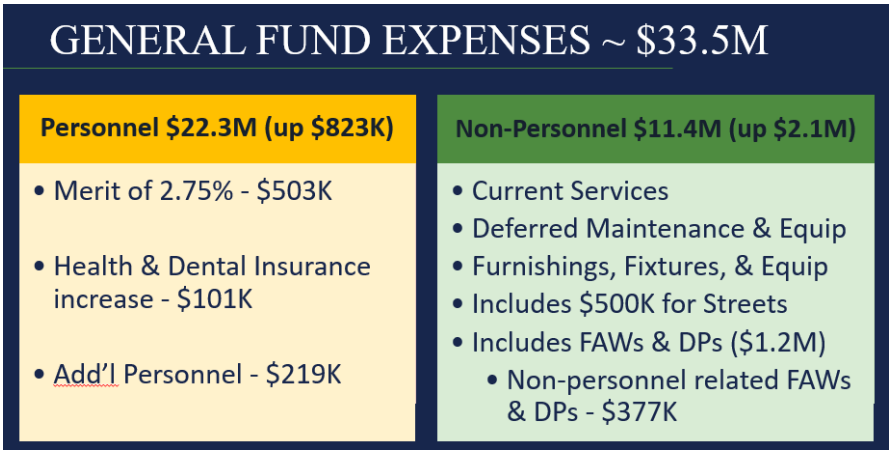
Mayor Foreman stated that the red line on the chart showing the city's tax rate has decreased over the years, and that Friendswoodians have the lowest tax rate they have ever paid.

Councilmember Scott stated that it's remarkable for a city that's grown like Friendswood to have elected officials in the city government that 9 of the last 12 years did not increase their taxes, so council and staff have done a tremendous job of utilizing the funds that have been given to it for over a 12-year period where they did not get an increase in revenue but dropped the tax rate; an impressive slide.

Ms. Hampton moved on to the next slide and noted that on the general fund expenditure side, the proposed budget, reflects $33.5 million, but as previously mentioned, staff will be looking at some reductions prior to the budget adoption. Ms. Hampton noted that the personnel side in the general fund makes up the majority of expenditures, and then the non-personnel, as well as the capital improvements, make up for

another 33% of that. She further noted that the personal expenses include all salaries, wages, health insurance, dental insurance, all of those insurances, and includes employee merit. Non-personnel makes up 29% this budget, and include services, supplies, maintenance, and capital improvements makes up the rest of the budget with $500,000 for street improvements and an estimated $900,000 for furniture, fixtures, and equipment related to the Public Safety Building expansion, Fire Station Number Two coming online with the new fire station as well as the Blackhawk Building renovations and the EOC upgrades. Mr. Kabiri stated that he wanted to emphasize that last point and noted that those are components of the bond projects that were not included in the debt service because it did not make fiscal sense to buy a new desk for a new office in the public safety building and finance its cost over a 30-year period, so these were onetime costs that will come out of this year's budget.

Ms. Hampton showed the council a little more detail on the expenditures in the following slide:



She then listed the decision packages that were funded in the general fund in the proposed budget, which were as follows:

DEPT	DESCRIPTION	ONE-TIME COST	ONGOING COST	TOTAL	OUTSIDE REVENUE SOURCE	NET TOTAL
PD	ADDITION TO FLEET – SRO	$77,300	$9,800	$87,100	$0	$87,100
FVFD	EMS CONTRACT INCREASE	$0	$82,600	$82,600	$0	$82,600
FVFD	FIRE SERVICE CONTRACT INCREASE	$0	$7,200	$7,200	$0	$7,200
CITY-WIDE	HEALTH INSURANCE INCREASE (5.4%)	$0	$101,141	$101,141	$0	$101,141
TOTAL – FORCES AT WORK (FUNDED)		**$77,300**	**$200,741**	**$278,041**	**$0**	**$278,041**

Ms. Hampton briefly went over the unfunded decision packages and stated that this completed the general fund portion of the presentation and stopped to take any questions from the council before moving on to the water and sewer fund.

Councilmember Branson asked why staff was projecting a decrease in the franchise tax. Ms. Hampton noted that those decreases are in response to some state legislation that was passed which reduced some of the telecommunications franchise fees.

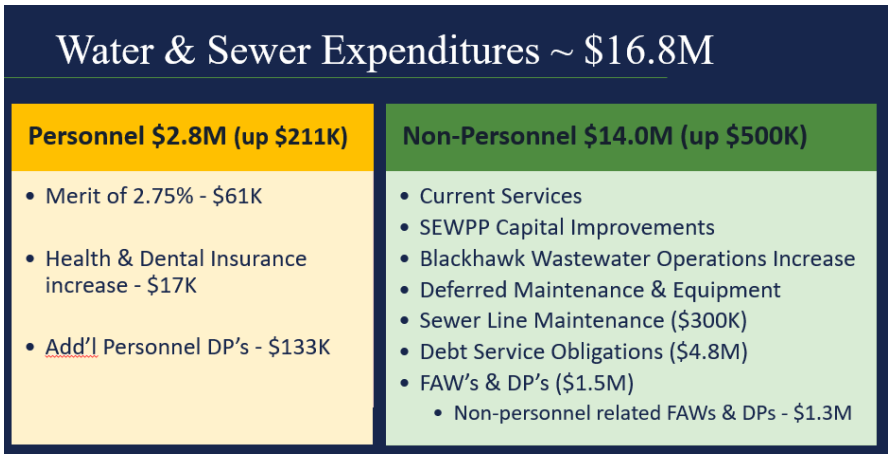
Mr. Kabiri noted that in regard to deferred maintenance, a number of the items that council had previously seen in a decision package list this year and in prior years are not included in the presentation because those are being funded in the current budget out of fund balance. Some examples of these types of one-time expenditures included a new police vehicle, some equipment replacements, and the roof at the activity building.

Councilmember Rockey asked that in the general fund, if the council adopts the proposed rate, is that an increase on a percentage basis of how much revenue. Mr. Kabiri responded that the no new revenue rate is 45 cents, and staff is proposing a 4873 cent tax rate, which is well below the voter-approved tax rate with its unused increment, so that figure is roughly 53 cents, so about a 3.1 or 3.2% increase over last year.

Ms. Hampton noted that the water and sewer operating fund in the proposed budget has a $17.6 million in water sewer revenues of which about 98% of that comes from charges related to services for water and sewer utilities. She noted that the other 2% comes from administrative fees in the water and sewer fund from penalties and interest, disconnection, and reconnection fees, and the likes. She presented a little bit more detail on the revenues in the water and sewer operating fund and noted that staff is expecting increases in the sewer charges, as well as some administrative fees, and the city's meter sales are going to stay flat and interest rates like everywhere else are low; therefore, staff is expecting those to be less than what was budgeted in the current year. Staff, based on trends, is anticipating about a $27,000 decrease in revenues from the budget this year.

Ms. Hampton stated that as it related to the city's water and sewer operating fund expenditures, staff is expecting about $16.8 million and that is what has been projected in the budget, which is about a seven hundred thousand dollar increase from the adopted budget for this year, and again this is just based on trends. Ms. Hampton noted that this fund, is the opposite of the general fund because most of its expenditures are non-personnel related but are instead service contracts with the City of Houston for the purchase of water and for the operation of the Southeast Water Purification Plant, as well as the Blackhawk Wastewater Treatment Plants.

Ms. Hampton showed the council a little more detail on the expenditures in the following slide:



She then listed the funded forces at work decision packages in the water-sewer operating fund, which were as follows:

DEPT	DESCRIPTION	ONE-TIME COST	ONGOING COST	TOTAL	OUTSIDE REVENUE SOURCE	NET TOTAL
PW	SOUTHEAST WATER PURIFICATION PLANT CIP PROGRAM (2018 – 2022)	$810,000		$810,000	$0	$810,000
PW	BLACKHAWK WWTP OPERATIONS INCREASE (6.1%)	$139,051		$139,051	$0	$139,051
CITY-WIDE	HEALTH INSURANCE INCREASE (5.4%)	$0	$16,846	$16,846	$0	$16,846
TOTAL – FORCES AT WORK (FUNDED)		**$949,051**	**$16,846**	**$965,897**	**$0**	**$965,897**

Ms. Hampton noted that there were no unfunded decision packages in the water and sewer fund and note that this concluded her presentation on this proposed budget.

Ms. Hampton noted that the next steps for the budget lead up to the budget and tax rate adoption. This included the scheduling of a special meeting to hold a budget public hearing on the proposed budget that would then be followed by a public hearing on the proposed tax rate and adoption of said tax rate and the budget September 13.

Council thanked Ms. Hampton and her budget team for all their hard work in providing another great proposed budget for the council's consideration.

B. Discuss and take possible action regarding action on the proposed Ad Valorem Tax Rate for 2021, (Fiscal Year October 1, 2021, through September 30, 2022), to place a proposal to adopt a rate on the September 13, 2021, City Council agenda, and to schedule any required public hearing.

City Manager Morad Kabiri presented the item and stated that this item is not a binding vote on the part of the council, as they will have an official vote in September to adopt the tax rate, but staff needed to have a consensus from council in order to hold a public hearing on the budget later this month and ultimately move forward with the budget with the proposed flat tax rate of 48 cents.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Branson to approve the proposed ad valorem tax rate for 2021 as a flat 48 cents and to place it on the agenda for formal adoption on the September 13, 2021, Council Meeting. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Consider setting a public hearing regarding the City of Friendswood Fiscal Year 2021-22 proposed budget.

City Manager Morad Kabiri presented the item and stated that this item calls for a public hearing for the City's FY2021-22 proposed budget. He further noted that the proposed budget has a no new revenue rate or what was previously known as the effective tax rate of roughly 45 cents. Mr. Kabiri stated that the proposed tax rate that staff has proposed as part of this budget is 48 cents, which is a flat tax rate from the current fiscal year.

A motion was made by Councilmember Hanks and seconded by Councilmember Scott to set a public hearing regarding the City of Friendswood Fiscal year 2021-2022 proposed budget for Monday, August 30, 2021. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

9. REQUEST FOR ZONING ORDINANCE AMENDMENTS TO BUILDING HEIGHT EXCEPTIONS

A. Conduct a public hearing to receive comments both oral and written regarding proposed amendments to Appendix C Zoning Ordinance, Section 7.Q.2 "Regulation Matrix - Commercial Districts and Regulation Matrix - Residential Districts" in order to clarify reference notes and Section 7.Q.3 "Area and Height Exceptions" to add an exception for building height.

At 6:58 P.M., Mayor Foreman called to order a public hearing to receive comments both oral and written regarding a proposed amendment to Appendix C Zoning Ordinance Section 7Q2 Regulation Matrix Commercial Districts and Regulation Matrix Residential Districts in order to clarify reference notes and Section 7Q.3, area and height exceptions to add an exception for building height. Mayor Foreman requested that staff give council an overview of this item.

Director of Community Development Aubrey Harbin presented the item and stated that the proposed amendments intend to change the building height exceptions for commercial districts outside of the Downtown District, including Community Shopping Center, Neighborhood Commercial, Light Industrial, Industrial Business Park, and Office Park District. She noted that these changes also clarify some reference notes on both the commercial and residential regulation matrices which are really just some clean-ups that needed to be done and are not substantial changes.

Ms. Harbin noted that last year, Planning and Zoning and staff focused on some changes to the building heights, but that was more for exceptions of attachments to the top of buildings, such as finials, crosses, and other religious symbols, but the current proposed amendment would also allow commercial districts

to allow buildings of up to 70 feet tall as long as they're set back a minimum of two and a half times the building height from the nearest single-family residential zoning.

Ms. Harbin further stated that the Planning and Zoning Commission had its public hearing and made a recommendation on July 22nd, 7 to 0 to approve the proposed amendments.

With no one signed up to speak, Mayor Foreman closed the public hearing regarding proposed amendments to Appendix C Zoning Ordinance Section 7Q2 Regulation Matrix Commercial Districts and Regulation Matrix Residential Districts at 7:00 P.M.

B. Consideration and possible action regarding a proposed ordinance for the first reading of an ordinance for proposed amendments to Appendix C Zoning Ordinance, Section 7.Q.2 "Regulation Matrix - Commercial Districts and Regulation Matrix - Residential Districts" in order to clarify reference notes and Section 7.Q.3 "Area and Height Exceptions" to add an exception for building height.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve the first reading of Ordinance No. 2021-21 related to Item 9.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

Mayor Foreman recessed the meeting at 7:01 P.M.

Mayor Foreman reconvened the meeting at 7:10 P.M.

10. CITY MANAGER'S REPORT

A. Present the 2021 Friendswood Library Outstanding Programming Award to Madeline Short and Diane Freeman.

City Manager Morad Kabiri presented the item and introduced Madeline Short and Diane Freeman who were recognized for their efforts this past year with the Library Gala as well as some outstanding book sale coordination that both of which have raised a considerable amount of money for the library.

B. Present information regarding the rescheduling of the City Council Regular Meeting from Monday, September 6, 2021, to Monday, September 13, 2021, to accommodate the Labor Day Holiday.

City Manager Morad Kabiri presented the item and reminded the council that there will not be a meeting on September 6th due to the Labor Day Holiday and will instead be held on the 13th of September. Mr.

Kabiri noted that typically the council would vote on this item during the consent agenda, but with the recent change in the council rules of procedure, it's just an informational item for you all.

11. RECESS THE CITY COUNCIL MEETING

Mayor Foreman recessed the meeting at 7:12 P.M.

12. RECONVENE THE CITY COUNCIL MEETING

Mayor Foreman reconvened the meeting at 7:14 P.M.

13. CITY MANAGER'S REPORT

A. Discuss and take possible action regarding the authorization of the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the authorization of the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Discuss and take possible action on RFQ 2021-07 for architectural and engineering services for the Blackhawk Renovations Project.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve RFQ 2021-07 for architectural and engineering services for the Blackhawk Renovations Project. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Discuss and take possible action regarding the rejection of all bids for RFP 2021-10 for water meter reading services.

A motion was made by Councilmember Hanks and seconded by Councilmember Scott to reject all bids for RFP 2021-10 for water meter reading services The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

D. Discuss and take possible action regarding the renewal of the water meter reading services contract between the City of Friendswood and Inframark, formerly known as SevernTrent.

A motion was made by Councilmember Scott and seconded by Councilmember Rockey to approve the renewal of the water meter reading services contract between the City of Friendswood and Inframark, formerly known as SevernTrent. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

14. RESOLUTIONS & ORDINANCES

A. Consideration and possible action regarding a proposed resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

A motion was made by Councilmember Branson and seconded by Councilmember Scott to approve Resolution No. R2021-15, related to Item 14.a. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Consideration and possible action regarding a proposed ordinance for the second and final reading of an ordinance approving a zone classification change located at 1715 and 1771 S. Friendswood Drive, also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD).

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Branson to approve the second and final reading of Ordinance No. 2021-18, related to Item 14.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Consideration and possible action regarding a proposed ordinance for the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment X" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.).

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first and final reading of Ordinance No. 2021-21, related to Item 14.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

15. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to the Consent Agenda, Items 15.A through 15.D. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

A. Consider authorizing the final acceptance of a Waterline Easement with Coastal Bend Property Development, LP, at the completion of the contractor's one-year maintenance bond.

B. Consider authorizing the acceptance of Public Utility Easements associated with the Utility Relocate at Clear Creek Utility Bridge Project and approving their execution by the City Manager.

C. Consider accepting the June 2021 tax report.

D. Consider approving the minutes of the City Council Regular Meeting held on July 12, 2021.

16. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the August 2, 2021, City Council Regular Meeting at 7:17 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/31/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on August 30, 2021.

Originating Department: City Secretary

Degree of importance: regular

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Special Meeting held on August 30, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2021 08 30 CC SP Meeting Minutes (Draft)

DRAFT

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AUGUST 30, 2021

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON MONDAY, AUGUST 30, 2021, IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Mary Kay Fischer	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:36 P.M.; all members were present.

2. INVOCATION

The invocation was led prior to the commencement of the meeting.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas prior to the commencement of the meeting.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman welcomed comments from the councilmembers.

Councilmember Rockey stated that he had a couple of items related to the Library. He noted that with the increase in COVID cases, there have been a few changes to the Library's programming as many of them are going back to videoconferencing, i.e., Zoom and those that remain in person will have social distancing. Councilmember Rockey further noted that this year's Film Fest is still scheduled.

Councilmember Branson reminded the council of the upcoming Friendswood Historical Society's Labor Day Ice Cream Social where they will unveil the new mural. She stated that it is set to take place on Monday, September 2nd, from 3:00 – 5:00 P.M. at the Perry Home Museum. Councilmember Branson also noted that on September 27th, the Historical Society will be holding an event to give a historical overview of the City of Friendswood.

Councilmember Hanks stated that she was happy to announce that the Friendswood Senior Citizens group was back together. She noted that she had attended their meeting this month where they selected a new slate of officers and had a number of activities coming up for the senior citizens of Friendswood to attend and enjoy. Councilmember Hanks also noted that she had attended the Planning and Zoning Commission meetings and felt that this group, in conjunction with the staff, had done a lot of really good work to include a tree ordinance, the comp plan and other valuable items.

Councilmember Griffon gave an overview of his attendance to the Galveston County Drainage District meeting as well as a project that included the movement of 1600 loads of dirt to help assist with the city's drainage. Councilmember Griffon also asked for prayers for the families in New Orleans who were impacted by Hurricane Ida.

Mayor Foreman thanked all the members of council for their thoughtful comments and felt that moving this communication item to the beginning of the agenda was proving successful. He also noted that the Blackhawk Water Treatment Plant had recently been recognized with a gold award.

5. PUBLIC COMMUNICATIONS

Mayor Foreman stated that in order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, speakers shall refrain from any outbursts, or interjections including but not limited to applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

Ms. Cathie Woitena requested to speak before the council regarding the creation of a playground at the Sportspark in order to allow for children in the surrounding residential areas to exercise and play in a city park. She stated that she was willing to support this endeavor and help look for grants. Mayor Foreman thanked Ms. Woitena for her comments and directed her to speak to Parks and Recreation Director James Toney for information on how to participate and volunteer with the department.

6. PROPOSED FISCAL YEAR 2021-2022 GENERAL OPERATING BUDGET FOR THE CITY OF FRIENDSWOOD

A. Conduct a public hearing to receive comments both oral and written regarding the Proposed Fiscal Year 2021-2022 General Operating Budget for the City of Friendswood.

At 5:46 P.M. Mayor Foreman opened a public hearing regarding the Proposed Fiscal Year 2021-2022 General Operating Budget for the City of Friendswood.

Administrative Service Director Katina Hampton, at the request of council, gave an overview of the items that had changed from the last time she presented the proposed budget. Ms. Hampton stated that the changes happened to the General Fund, primarily because of changes in the HCAD certified values. She noted that the values came in lower than anticipated, which resulted in changes to both the General Fund's revenues and expenditures. Ms. Hampton noted that the revenues decreased a total of $383,000, $342,000 due to the change in the HCAD certified values, and $42,000 due to miscellaneous revenue projections being reduced. As a result of the revenue decrease, staff reduced expenditures by $383,00 to offset the decrease as follows:

- decrease of $104,000 in general government;
- increase of $34,000 in public safety;
- decrease of $38,000 in community development;
- decrease of $4,000 in public works; and
- a decrease of $279,000 in facilities.

Ms. Hampton also noted expenditure reductions in the amount of $3,000 in the vehicle replacement fund and $8,000 in the CDBG-DR (Galveston) fund.

Councilmember Branson asked what the reduction in the facilities fund expenditures was. Ms. Hampton noted that the reduction was due to the city now owning the Blackhawk building and no longer having to pay for a lease agreement.

Councilmember Rockey requested that staff give an overview of the adopted tax rates between the school district (FISD) and the city (City). City Manager Morad Kabiri gave an overview of this item using the following chart:

Tax Rate Comparison (FISD vs. City)

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT					
Tax Year	Valuation (Increased or Decreased)	Prior Year Tax Rate	No New Revenue Rate (NNRR)	Adopted Tax Rate	Delta (Adopted minus NNRR)
2020	Increased	$1.2594	$1.1898	$1.2594	$0.0696
2021	Increased	$1.2594	$1.1572	$1.2394	$0.0822

CITY OF FRIENDSWOOD					
Tax Year	Valuation (Increased or Decreased)	Prior Year Tax Rate	No New Revenue Rate (NNRR)	Adopted Tax Rate	Delta (Adopted minus NNRR)
2020	Increased	$0.5214	$0.4873	$0.4873	$0.0000
2021	Increased	$0.4873	$0.4530	$0.4873	$0.0343

Mr. Kabiri noted that the question has been asked how is it that the school district is able to lower its tax rate by $0.02 for the upcoming fiscal year, and the city is not able to do the same. Mr. Kabiri stated that staff tried to do an apples-to-apples comparison of FISD and the city related to the no new revenue tax rate. He noted that from one tax year to the next, there is a calculation that is prescribed by the State of Texas that determines the tax rate that an entity has to set in order to offset any fluctuation in taxable values, so as values go up the tax rates go down in order to bring in the same amount of revenue, and if the tax values go down then the tax rate needs to go up to offset those changes. Mr. Kabiri further stated that said calculation does not consider new construction, so if there is not an existing improvement on a blank piece of property, and a new structure is built on it, that does not count in the change in valuation. Therefore, despite lowering the rate by $0.02, FISD will still be increasing taxes by more than double what the city is proposing ($0.0822 – FISD versus $0.0343 – City of Friendswood). Mr. Kabiri further clarified that the city's increase is only to cover the cost of debt issuance related to the voter approved bond programs from 2019. Mr. Kabiri noted that ultimately, this is not a reduction in FISD's tax rate and is also not a case where FISD was able to achieve something that the city was not and further stated that the drastic difference between the school district and the city's no new revenue rate is because of the difference in valuation and tax base because the district is solely located in Galveston County, while the city has jurisdiction in both Harris County and Galveston County.

Councilmember Hanks noted that it is very difficult to do an apples-to-apples comparison between the two entities because they really are very different, the most important differences are: (1) the debt service is not included in FISD's budget, and (2) the state has increased its funding of school districts (compression) in order for those districts to reduce the tax burden on its tax-payers.

Ms. Hampton noted that the next steps on this item are to hold a public hearing on the tax rate as well as the consideration of the budget and tax rate adoption on September 13, 2021.

With there being no speakers on this item, Mayor Foreman closed the public hearing regarding the Proposed Fiscal Year 2021-2022 General Operating Budget for the City of Friendswood.

7. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the August 30, 2021, City Council Special Meeting at 5:54 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/24/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program and authorizing the Mayor to execute the contract.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The "Be a Water Detective – Learning to be Water Wise" is a water conservation program in which the City has participated in for several years. Council approved the re-adoption of a water conservation plan ordinance in December 2019 as required by TCEQ. A portion of the plan calls for public education. This program helps the city meet that requirement. The City, through an inter-local agreement with the Harris-Galveston Subsidence District (HGSD), sponsors the water conservation program known as "Be a Water Detective - Learning to Be Water Wise". This program is outlined to address elementary and middle schools within the City of Friendswood with a sponsorship of up to **510** students.

The cost of the program is $38.00 per student with a total amount not to exceed of $19,380.00. The total cost amount is and will be accounted for within the forthcoming Public Works annual operational budget. Each student is provided with a Water Wise activity kit. The kit includes items such as an activity booklet, high-efficiency showerhead, multi-swivel kitchen aerator, bathroom aerator, mini-tape measure, toilet leak detector tablets, flow rate test bag and much more. Partnering with the Subsidence District and the award-winning Water Wise Program will not only provide students and teachers with the educational materials they need, but will also allow the City of Friendswood to directly impact the preservation of freshwater sources in our area.

Through this program, the City earns ground water (GW) credits that are good for 20 years and can be used to meet the water demand at times when exceeding the permit allocation is preventable without a penalty. For every student sponsored, the Subsidence District issues a GW Credit Certificate equal to 84,000 gallons per student.

Two types of GW Credits have been issued since the initiation of the program in 1994:

1. "Series A" GW Credits

Issued from 1994 – 2001. These GW Credits are good for 40 years with no usage restriction. The City has three (3) of these certificates for a total amount 56,028,000 gallons. Series A are no longer available.

2. "Series B" GW Credits

Issued from 2001 – present. These GW Credits are good for 20 years and they are restricted to up to 30 percent of the permittee's water demand for the yearly permit. The City has twenty (20) of these certificates for total amount 452,226,000 gallons.

To give an example of the importance of these credits, we are permitted to use 400,000,000 gallons of ground water for the year 2020 - 2021. Our GW Series B credits will allow us to increase the permitted amount by 30 percent. This will equate to 520,000,000 gallons permitted total. If we face a situation that forces us to exceed the total allowable amount then we will be subject to a penalty known as the Disincentive Fee. The fee is $8.46 per 1,000 gallons and is designed to discourage ground water usage.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The “Be a Detective - Learning to be Water Wise Program” is a water conservation program that assists the City of Friendswood in meeting mandates from our officially adopted Water Conservation Plan, and more importantly it assists in educating children within the City of Friendswood with regards to the ultimate benefits associated with water conservation.

RECOMMENDATIONS

Staff recommends council approve the Inter local agreement and authorize the Mayor to sign the agreement.

ATTACHMENTS

1. 2021-22 HGSD WaterWise Interlocal Agreement City of Friendswood

STATE OF TEXAS §
§
COUNTY OF Harris §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and City of Friendwood, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a Water Conservation Education Program to increase water conservation awareness and activity primarily through education of elementary and intermediate students along with other water conservation program objectives and initiatives; and

WHEREAS, education in water conservation methods and technology has been demonstrated as an effective means of reducing water demand in households and businesses; and

WHEREAS, the education of elementary and intermediate students, "Be a Water Detective - Learning to be WaterWise" has been tested in several area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55, jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and

have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.
PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by establishing and maintaining programs designed to achieve reductions in water demand in municipal, industrial, commercial, educational, agricultural, recreational, and household use. In-school water conservation education programs may include:

(A) providing school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and mobile applications, to area schools.

(B) providing in-service training to teachers and all support functions such as slide presentations, video presentations, publications, and program outlines;

(C) conducting an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators, and parents, and provide the evaluation results to the Sponsor;

(D) providing information related to other water conservation program objectives and initiatives; and

(E) providing all necessary documentation to the Texas Education Agency, Texas Water Development Board, and Texas Commission on Environmental Quality.

1.02 The Subsidence District shall provide water conservation credits as follows:

(A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each Program sponsorship.

(B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided, however, that the Certificates of Deposit will be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

(C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's permitted groundwater allocation by the amount of the water conservation credit by a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the Subsidence District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor.

II.
PAYMENT

2.01 The Sponsor agrees to 510 sponsorships for the Program for one year from the date of the execution of this Agreement for any school in Friendswood or Clear Creek ISD.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to $38.00 per sponsorship. The above payment shall provide sponsorship for one year.

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by

providing a written request to the Subsidence District.

2.04 The Sponsor warrants that funds to support this program have been budgeted for the current fiscal year and will continue to be budgeted each year this Agreement is renewed.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III.
TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

3.02 The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from Sponsor, and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

IV.
MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

4.02 Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this Agreement continues from the revenues budget for that year.

The parties agree that each party is paying fair compensation for the services or products rendered.

4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

_____

By: _____ (Title)

ATTEST:

_____

By: _____
(Title)

Date: _____

HARRIS-GALVESTON SUBSIDENCE DISTRICT

By: Tina Petersen, Deputy General Manager

ATTEST:

By: Gregory M. Ellis, General Counsel

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/31/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a contract with Galveston County Health District for Water Pollution and Abatement Services for 2021-2022 and authorize the Mayor to execute the agreement.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

It is time for the City to renew the contract with the Galveston County Health District (GCHD) for pollution control and abatement services. Per the contract, the GCHD agrees to investigate and resolve water quality related complaints, monitor storm water quality, and conduct at least one unannounced inspection at 100 percent of the identified grease traps associated with the Galveston County Health District permitted food establishments within the jurisdictional boundaries of the City. The District will also provide assistance to the City in the performance of storm water related activities such as, but not limited to, public education/outreach and illicit discharge detection and elimination investigations including dry weather screenings.

Also as a part of this contract, the GCHD will be monitoring designated storm water sites within the city. The GCHD reviews the historical storm water data and analyzes the sampling sites attempting to locate pollution sources. This collected data is critical for the City of Friendswood's Municipal Storm and Sewer Program (MS4). This program is required by permit by the EPA. The GCHD submits an annual summary of all its activities within the City jurisdiction completed during the fiscal year.

The required expenditure for this coming FY year contract is $25,707.00. It will be accounted for out of the Public Works forthcoming annual operational budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the contract will satisfy the requirements found under the Texas Water Code, which outlines specific requirements and responsibilities of a water pollution control abatement program.

RECOMMENDATIONS

Staff recommends that City Council approve the contract and authorize the Mayor to execute the contract with the Galveston County Health District for the water pollution control and abatement services.

ATTACHMENTS

1. GCHD FY22 Water Pollution Abatement Agreement

Contractual Agreement
For the
City of Friendswood

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF FRIENDSWOOD	§

THIS AGREEMENT is made and entered into by and between the City of Friendswood (hereinafter "CITY"), with its principal office at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett F. Lowry Expressway, Texas City, Galveston County, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒**Investigations** - Complaint Response

(1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.

(2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.

(3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.

(4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.

(5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.

(6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☐**Source Inspections** - Publicly Owned Treatment Works (POTW)

(7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.

(8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.

(9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒**Source Inspections** - Grease Traps

(10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

(11) The PERFORMING PARTY will immediately coordinate with the REPSONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

(12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and

substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒**Sample Local Waterways (Surface Water Sampling)**

(13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.

(14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.

(15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.

(16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

ARTICLE V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principal office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their quarterly statement. Final payment for services shall be due upon completion of these services.

ARTICLE VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

ARTICLE VIII

NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Rene Ibarra
Director of Public Works
City of Friendswood
Friendswood, Texas 77546

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Katie Wilson
Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

ARTICLE IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

(1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,

(2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees that it will indemnify and require its subcontractors to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S or subcontractor's failure to maintain adequate general liability insurance or worker's compensation coverage required by this AGREEMENT or as required by governing law.

ARTICLE X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

ARTICLE XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING

PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regard to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGRREMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVII

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or his designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVI

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2021 and shall continue in full force until September 30, 2022, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

GALVESTON COUNTY HEALTH DISTRICT

Richard Mosquera
Chief Compliance Officer

07/12/2021
Date

CITY OF FRIENDSWOOD

Mike Foreman
Mayor

Date

Attachment A: Contract Pricing

City of Friendswood
October 1, 2021 - September 30, 2022

Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	33,833	$0.32	$10,827
Wastewater Treatment Plant Inspection (Spot)	0	$0	$0
Wastewater Treatment Plant Inspection (CCI)	0	$0	$0
Source Inspections - Grease Traps	85	$96	$8,160
Surface Water Sampling (collect and lab testing)	6	$1,120	$6,720
		Total	**$25,707**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 08/09/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Global Opioid Settlement.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Global Opioid Settlement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: September 13, 2021

Date submitted: 09/02/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss the Municipal Judge position.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

SUMMARY OF PROPOSED OPIOID SETTLEMENTS



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for $26 billion in payments over 18 years, with $23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost $1.5 billion: $1.17 billion from the distributors and $268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to **opioids@oag.texas.gov**.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement

KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

Global Opioids Settlement

What it means for Texas

This presentation is for informational purposes and does not constitute legal advice.

Opioids Crisis Update

- In 2020, drug overdose deaths **rose nearly 30%** in the United States to a **record high** of 93,000.
- Opioid overdose deaths hit a **record 69,000** in the United States.
- In Texas, **drug overdose deaths also increased by 31.9%**, driven primarily by opioid overdose deaths.
- The opioid overdose death increase was driven by fentanyl and other synthetic opioids.
- Attorney General Paxton's website has information to protect Texans from the nation's opioid crisis by educating them about the dangers of misusing prescription opioids.

Sources:
"Provisional Drug Overdose Death Counts." Centers for Disease Control: National Center for Health Statistics (last accessed July 23, 2021), https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm
"U.S. Drug-Overdose Deaths Soared Nearly 30% in 2020, Driven by Synthetic Opioids." Betsy McKay, Wall Street Journal (July 14, 2021), https://www.wsj.com/articles/u-s-drug-overdose-deaths-soared-nearly-30-in-2020-11626271200

Opioids Settlements

- On **July 23, 2021**, Attorney General Paxton announced global settlements had been reached with the three major opioid distributors **McKesson**, **Cardinal Health**, and **Amerisource Bergen (ABDC)**, and opioid manufacturer **Johnson & Johnson (J&J)**.
  - Both settlements are a combined historic **$26 billion**.
    - The distributors' settlement is for **$21 billion**.
    - J&J's settlement is for **$5 billion.**
  - The settlements include injunctive relief that changes the industry.

Opioids Settlements

- Texas could receive as much as **$1.17 billion from the distributors** and **$268 million from J&J** for **almost $1.5 billion**, most of which is targeted for opioid abatement.
  - The actual amount Texas receives will depend upon the participation of cities, counties, and other political subdivisions in the state.
  - Texas has 30 days to decide to join both settlements.

Opioids Settlements

- Injunctive Relief in the Settlements:
  - J&J is enjoined from manufacturing, selling, and promoting opioids for 10 years.
  - Distributors must establish a centralized clearinghouse jointly overseen by states and distributors.
  - Distributors will be required to take certain measures to detect suspicious orders.

Opioids Settlements

- Mechanics of the Monetary Settlement:
  - Texas's overall allocation is 6.29% of the Global Amount – potentially almost **$1.5 billion** over 18 years from:
    - Distributors - **$1.17 billion** over 18 years.
    - J&J - over **$268 million over** 9 years.
  - Annual payments are split into base and incentive payments as follows:
    - Distributors - 55% base, 45% incentive
    - J&J - 45% base, 55% incentive
  - All incentive payments deal with preventing future litigation by subdivisions and incentivizing subdivision sign on.

Offsets and Suspension of Payments

- If a subdivision who hasn't sued decides to sue later, there is a suspension of payments and a potential offset of those payments.

- Size of the suspension and a potential offset depend on several factors, but the distributors' deal applies a maximum offset in the amount of 67% against the suspension and/or future payments.

- If that lawsuit is resolved, suspended payments resume. If the lawsuit requires payment, the amounts held are used to offset the amount paid.

Goal: Bring the Most Money to Texas

- There are a combination of approaches that Texas could take to maximize funds with the participation of litigating subdivisions and nonlitigating subdivisions.
- This can be obtained by getting releases for past and future claims from all litigating subdivisions and special districts, all general-purpose subdivisions over 10,000 population, and covered special districts.
- Texas has 128 litigating subdivisions:
  - 110 Counties.
  - 5 Cities.
  - 10 Hospital Districts.
  - 3 School Districts.
- Texas has 406 general purpose subdivisions with a population of over 10,000 (309 nonlitigating and 97 litigating).
- Currently, the best option for Texas to maximize incentive funds is through a partnership with political subdivisions, where a large percentage agree to release claims.

How Settlement Dollars Flow into Texas

- By signing on to the Settlement and executing a release, you increase the funds coming into Texas and will be entitled to a portion of the funds that Texas receives.
    - Texas and Participating Subdivisions alike get direct payments under the settlement.
    - Cities and Counties will also get funding for abatement programs from the Opioid Council.
- Question: If my county signs up and executes a release, how do I get dollars to my county?
- Answer: SB 1827 (87R) and the Texas Term Sheet

Texas Term Sheet and SB 1827

- Goal of the Texas Term Sheet: Provide Texans in **all 254 counties** with the opportunity for funding for education, prevention, and treatment of opioid abuse.

- SB 1827 (87R) codifies the Texas Term Sheet and establishes the **Texas Opioid Council (Council)** to ensure that the funds recovered by Texas are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

- 85% of the funds under the Settlement will be deposited into the Opioids Abatement Trust Fund:
  - 15% to directly to subdivisions.
  - 70% share to abatement programs.

Example Opioid Fund Allocations

These amounts are estimates only based on maximum recoveries

- Assuming (1) your subdivision executes a release and signs on to the Texas Term Sheet, and (2) Texas receives maximum funds from the distributors and J&J, what kind of funding does that mean for my subdivision?

- Example 1 – direct payments to cities and counties:

Subdivision	Distributors	J&J	Total
City of Alvin	$113,107.00	$25,997.49	$139,104.49
City of Deer Park	$49,017.47	$11,266.60	$60,284.07
City of Friendswood	$139,277.17	$32,012.67	$171,289.85
City of Houston	$6,969,111.93	$1,601,841.11	$8,570,953.04
League City	$300,149.11	$68,988.87	$369,137.98
City of Manvel	$12,212.68	$2,807.07	$15,019.75
Missouri City	$208,060.23	$47,822.37	$255,882.59
City of Pearland	$331,248.02	$76,136.92	$407,384.94
City of Sugar Land	$319,148.49	$73,355.86	$392,504.34
City of South Houston	$25,427.79	$5,844.54	$31,272.33

Example Opioid Fund Allocations

These amounts are estimates only based on maximum recoveries

- Assuming (1) your subdivision executes a release and signs on to the Texas Term Sheet, and (2) Texas receives maximum funds from the distributors and J&J, what kind of funding does that mean for my subdivision?

- Example 2 – Abatement allocations by Regions for Treatment Programs

Region	Distributors	J&J	Total
Region 2 (Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler)	$54,285,818.17	$12,477,523.15	$66,763,341.32
Region 3 (Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton)	$121,270,842.23	$27,873,941.89	$149,144,784.13

Opioid Lawsuits Timeline (1 of 3)

- In **September 2017**, Attorney General Paxton and a **bipartisan coalition of 40 other states** served investigative subpoenas and additional requests on eight companies that manufacture or distribute highly addictive opioids to evaluate whether manufacturers and distributors engaged in unlawful practices in the marketing, sale, and distribution of opioids.

- **May 15, 2018**, Texas filed a **lawsuit against Purdue Pharma** for violating state laws against deceptive trade practices and misrepresenting the risk of addiction to patients and doctors.

- On **September 4, 2019,** Attorney General Paxton announced that a **civil Medicaid fraud lawsuit** had been filed against pharmaceutical manufacturer **Johnson & Johnson** for misrepresentations made to the Texas Medicaid program about their dangerous opioid drug, Duragesic.

- Purdue Pharma files for Chapter 11 Bankruptcy in **September 2019.**

Opioid Lawsuits Timeline (2 of 3)

- In **February 2020**, Attorney General Paxton announced a global settlement framework between state attorneys general, local subdivisions, and Mallinckrodt (MKN). MKN is currently the largest generic opioid manufacturer in the United States. In the agreement, MKN agreed to pay **$1.6 billion in cash** to a trust that will cover the costs of opioid addiction treatment and related efforts, with the potential for increased payment to the trust.

- On **May 13, 2020**, Attorney General Paxton reached a bipartisan agreement with Texas Counties and Cities in preparation for settlement with opioid defendants: **McKesson**, **Cardinal Health**, **ABDC**, and **Johnson & Johnson**. Texas is one of the lead states currently negotiating financial settlements with the nation's largest companies in the opioid supply chain.

Opioid Lawsuits Timeline (3 of 3)

- In **February 2021**, Attorney General Paxton and 46 states entered into a settlement with McKinsey, a consulting firm that assisted Purdue and others with their marketing of prescription opioids, for **$583 million and injunctive relief**. The funds are earmarked to remediate the harms caused by the opioid epidemic and to recover the costs incurred in investigating and pursuing these claims.

- On **July 23, 2021**, Attorney General Paxton announced the global settlement had been reached with opioid defendants **McKesson**, **Cardinal Health**, **ABDC**, and **Johnson & Johnson**.

Next Steps

- To join the Settlement, Subdivisions need to:
  - Sign on the to settlement and execute releases; and
  - Execute the Texas Term Sheet.

- The deadline to sign on is approximately 120 days after the state sign-on period, estimated January 2, 2022.

KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

For more information, visit
www.texasattorneygeneral.gov/globalopioidsettlement

Questions? Email opioids@oag.texas.gov

RESOLUTION NO. R2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUPPORTING THE ADOPTION AND APPROVAL OF THE TEXAS TERM SHEET IN ITS ENTIRETY AND SUPPORTING AND ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS AS SET FORTH IN THE STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION PARTICIPATION FORMS FOR JANSSEN AND DISTRIBUTORS, RESPECTIVELY.

* * * * * * * * * *

WHEREAS, the City of Friendswood, Texas obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City of Friendswood; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of Friendswood support the adoption and approval the Texas Term Sheet in its entirety.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the City Council of the City of Friendswood supports the adoption and approval the Texas Term Sheet in its entirety.

Section 2. That the City Council of the City of Friendswood finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Friendswood.

Section 3. That the City Council of the City of Friendswood supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit "A".

Section 4. That the City Council of the City of Friendswood understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein.

Section 5. That the City Council of the City of Friendswood further understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

Section 6. That the City Council of the City of Friendswood further authorizes the Mayor to execute the Subdivision Participation Forms for Janssen and Distributors, attached hereto as Exhibit "B" and Exhibit "C", respectively.

Section 7. That the City Secretary is directed to return this Resolution and fully executed Exhibits to the Attorney General of Texas at opioids@oag.texas.gov.

PASSED, APPROVED AND RESOLVED on this 13th day of SEPTEMBER, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

EXHIBIT "A"

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. "The State" shall mean the State of Texas acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Texas municipality and county.
3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Political Subdivisions (collectively, "Members"). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas' Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O'Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
9. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the "Texas Opioid Fee and Expense Fund," which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.

2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.

3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.

5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.

8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

KENNETH PAXTON, JR.
ATTORNEY GENERAL

FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:

MIKAL WATTS
WATTS GUERRA LLP

JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC

DARA HEGAR
LANIER LAW FIRM, PC

DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members*.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members*.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
b. One member representing Region 3 (Houston);
c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
e. One member representing Regions 1, 2, 17, 18 (East Texas); and
f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

a. Chapter 316 of the Government Code (Appropriations);
b. Chapter 322 of the Government Code (Legislative Budget Board);
c. Chapter 325 of the Government Code (Sunset);
d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
e. Chapter 2001 of the Government Code (Administrative Procedure);
f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
h. Chapter 2262 of the Government Code (Statewide Contract Management);

i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
ii. The Council may convene in a closed, non-public meeting:
    a. If the Commission must discuss:
        1. Negotiation of contract awards; and
        2. Matters specifically exempted from disclosure by federal and state statutes.
    b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.

2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.

3. *Annual Allocation*. Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total ($150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is $1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	$688	Lakeport	$463
Abernathy	$110	Lakeside	$4,474
Abilene	$563,818	Lakeside City	$222
Ackerly	$21	Lakeview	$427
Addison	$58,094	Lakeway	$31,657
Adrian	$181	Lakewood Village	$557
Agua Dulce	$43	Lamar County	$141,598
Alamo	$22,121	Lamb County	$50,681
Alamo Heights	$28,198	Lamesa	$29,656
Alba	$3,196	Lampasas	$28,211
Albany	$180	Lampasas County	$42,818
Aledo	$331	Lancaster	$90,653
Alice	$71,291	Laredo	$763,174
Allen	$315,081	Latexo	$124
Alma	$1,107	Lavaca County	$45,973
Alpine	$29,686	Lavon	$7,435
Alto	$3,767	Lawn	$58
Alton	$11,540	League City	$302,418
Alvarado	$29,029	Leakey	$256
Alvin	$113,962	Leander	$88,641
Alvord	$358	Leary	$797
Amarillo	$987,661	Lee County	$30,457
Ames	$5,571	Lefors	$159
Amherst	$22	Leon County	$67,393
Anahuac	$542	Leon Valley	$23,258
Anderson	$19	Leona	$883
Anderson County	$268,763	Leonard	$8,505
Andrews	$18,983	Leroy	$176
Andrews County	$37,606	Levelland	$46,848
Angelina County	$229,956	Lewisville	$382,094
Angleton	$62,791	Lexington	$2,318
Angus	$331	Liberty	$72,343
Anna	$9,075	Liberty County	$531,212
Annetta	$5,956	Liberty Hill	$2,780
Annetta North	$34	Limestone County	$135,684

(Table continues on multiple pages below)

Annetta South	$602
Annona	$738
Anson	$5,134
Anthony	$4,514
Anton	$444
Appleby	$1,551
Aquilla	$208
Aransas County	$266,512
Aransas Pass	$57,813
Archer City	$10,554
Archer County	$45,534
Arcola	$7,290
Argyle	$11,406
Arlington	$735,803
Armstrong County	$974
Arp	$2,009
Asherton	$112
Aspermont	$9
Atascosa County	$176,903
Athens	$105,942
Atlanta	$30,995
Aubrey	$15,141
Aurora	$1,849
Austin County	$76,030
Austin	$4,877,716
Austwell	$109
Avery	$138
Avinger	$1,115
Azle	$32,213
Bailey	$950
Bailey County	$15,377
Bailey's Prairie	$5,604
Baird	$2,802
Balch Springs	$27,358
Balcones Heights	$23,811
Ballinger	$9,172
Balmorhea	$63
Bandera	$2,893
Bandera County	$86,815
Bangs	$3,050
Lincoln Park	$677
Lindale	$24,202
Linden	$3,661
Lindsay	$1,228
Lipan	$44
Lipscomb County	$10,132
Little Elm	$69,326
Little River-Academy	$798
Littlefield	$7,678
Live Oak	$32,740
Live Oak County	$39,716
Liverpool	$1,435
Livingston	$73,165
Llano	$23,121
Llano County	$115,647
Lockhart	$49,050
Lockney	$3,301
Log Cabin	$1,960
Lometa	$1,176
Lone Oak	$1,705
Lone Star	$8,283
Longview	$482,254
Loraine	$188
Lorena	$3,390
Lorenzo	$11,358
Los Fresnos	$11,185
Los Indios	$159
Los Ybanez	$0
Lott	$1,516
Lovelady	$249
Loving County	$1,000
Lowry Crossing	$783
Lubbock	$319,867
Lubbock County	$1,379,719
Lucas	$5,266
Lueders	$508
Lufkin	$281,592
Luling	$29,421
Lumberton	$36,609
Lyford	$3,071

Bardwell	$362
Barry	$200
Barstow	$61
Bartlett	$3,374
Bartonville	$8,887
Bastrop	$46,320
Bastrop County	$343,960
Bay City	$57,912
Baylor County	$29,832
Bayou Vista	$6,240
Bayside	$242
Baytown	$216,066
Bayview	$41
Beach City	$12,505
Bear Creek	$906
Beasley	$130
Beaumont	$683,010
Beckville	$1,247
Bedford	$94,314
Bedias	$3,475
Bee Cave	$12,863
Bee County	$97,844
Beeville	$24,027
Bell County	$650,748
Bellaire	$41,264
Bellevue	$56
Bellmead	$14,487
Bells	$1,891
Bellville	$7,488
Belton	$72,680
Benavides	$152
Benbrook	$43,919
Benjamin	$951
Berryville	$14,379
Bertram	$182
Beverly Hills	$4,336
Bevil Oaks	$549
Bexar County	$7,007,152
Big Lake	$547
Big Sandy	$4,579
Lynn County	$6,275
Lytle	$7,223
Mabank	$19,443
Madison County	$49,492
Madisonville	$11,458
Magnolia	$26,031
Malakoff	$12,614
Malone	$439
Manor	$12,499
Mansfield	$150,788
Manvel	$12,305
Marble Falls	$37,039
Marfa	$65
Marietta	$338
Marion	$275
Marion County	$54,728
Marlin	$21,634
Marquez	$1,322
Marshall	$108,371
Mart	$928
Martin County	$10,862
Martindale	$2,437
Mason	$777
Mason County	$3,134
Matador	$1,203
Matagorda County	$135,239
Mathis	$15,720
Maud	$423
Maverick County	$115,919
Maypearl	$986
McAllen	$364,424
McCamey	$542
McGregor	$9,155
McKinney	$450,383
McLean	$14
McLendon-Chisholm	$411
Mcculloch County	$20,021
Mclennan County	$529,641
Mcmullen County	$1,000
Meadow	$1,121

Big Spring	$189,928
Big Wells	$236
Bishop	$8,213
Bishop Hills	$323
Blackwell	$31
Blanco	$6,191
Blanco County	$49,223
Blanket	$147
Bloomburg	$1,010
Blooming Grove	$352
Blossom	$198
Blue Mound	$2,888
Blue Ridge	$1,345
Blum	$1,622
Boerne	$45,576
Bogata	$3,649
Bonham	$100,909
Bonney	$2,510
Booker	$1,036
Borden County	$1,000
Borger	$69,680
Bosque County	$71,073
Bovina	$173
Bowie	$83,620
Bowie County	$233,190
Boyd	$6,953
Brackettville	$8
Brady	$27,480
Brazoria	$11,537
Brazoria County	$1,021,090
Brazos Bend	$462
Brazos Country	$902
Brazos County	$342,087
Breckenridge	$23,976
Bremond	$5,554
Brenham	$54,750
Brewster County	$60,087
Briarcliff	$572
Briaroaks	$57
Bridge City	$80,756
Meadowlakes	$905
Meadows Place	$18,148
Medina County	$48,355
Megargel	$611
Melissa	$15,381
Melvin	$345
Memphis	$7,203
Menard	$991
Menard County	$14,717
Mercedes	$21,441
Meridian	$3,546
Merkel	$10,117
Mertens	$239
Mertzon	$29
Mesquite	$310,709
Mexia	$21,096
Miami	$455
Midland County	$279,927
Midland	$521,849
Midlothian	$95,799
Midway	$78
Milam County	$97,386
Milano	$904
Mildred	$286
Miles	$93
Milford	$6,177
Miller's Cove	$97
Millican	$417
Mills County	$19,931
Millsap	$34
Mineola	$48,719
Mineral Wells	$92,061
Mingus	$189
Mission	$124,768
Missouri City	$209,633
Mitchell County	$20,850
Mobeetie	$52
Mobile City	$2,034
Monahans	$5,849
Mont Belvieu	$19,669

Bridgeport	$33,301
Briscoe County	$977
Broaddus	$31
Bronte	$99
Brooks County	$20,710
Brookshire	$6,406
Brookside Village	$1,110
Brown County	$193,417
Browndell	$152
Brownfield	$14,452
Brownsboro	$3,176
Brownsville	$425,057
Brownwood	$166,572
Bruceville-Eddy	$1,692
Bryan	$246,897
Bryson	$1,228
Buckholts	$1,113
Buda	$10,784
Buffalo	$11,866
Buffalo Gap	$88
Buffalo Springs	$188
Bullard	$7,487
Bulverde	$14,436
Bunker Hill Village	$472
Burkburnett	$37,844
Burke	$1,114
Burleson County	$70,244
Burleson	$151,779
Burnet	$33,345
Burnet County	$189,829
Burton	$937
Byers	$77
Bynum	$380
Cactus	$4,779
Caddo Mills	$43
Caldwell	$18,245
Caldwell County	$86,413
Calhoun County	$127,926
Callahan County	$12,894
Callisburg	$101
Montague County	$94,796
Montgomery	$1,884
Montgomery County	$2,700,911
Moody	$828
Moore County	$40,627
Moore Station	$772
Moran	$50
Morgan	$605
Morgan's Point	$3,105
Morgan's Point Resort	$8,024
Morris County	$53,328
Morton	$167
Motley County	$3,344
Moulton	$999
Mount Calm	$605
Mount Enterprise	$1,832
Mount Pleasant	$65,684
Mount Vernon	$6,049
Mountain City	$1,548
Muenster	$4,656
Muleshoe	$4,910
Mullin	$384
Munday	$2,047
Murchison	$2,302
Murphy	$51,893
Mustang	$7
Mustang Ridge	$2,462
Nacogdoches	$205,992
Nacogdoches County	$198,583
Naples	$4,224
Nash	$7,999
Nassau Bay	$11,247
Natalia	$625
Navarro	$334
Navarro County	$103,513
Navasota	$37,676
Nazareth	$124
Nederland	$44,585
Needville	$10,341
Nevada	$237

Calvert	$772
Cameron	$11,091
Cameron County	$537,026
Camp County	$28,851
Camp Wood	$422
Campbell	$1,116
Canadian	$1,090
Caney City	$2,005
Canton	$56,734
Canyon	$26,251
Carbon	$620
Carl's Corner	$48
Carmine	$385
Carrizo Springs	$1,671
Carrollton	$310,255
Carson County	$29,493
Carthage	$18,927
Cashion Community	$322
Cass County	$93,155
Castle Hills	$12,780
Castro County	$4,420
Castroville	$4,525
Cedar Hill	$70,127
Cedar Park	$185,567
Celeste	$1,280
Celina	$18,283
Center	$58,838
Centerville	$385
Chambers County	$153,188
Chandler	$17,364
Channing	$2
Charlotte	$4,257
Cherokee County	$156,612
Chester	$1,174
Chico	$2,928
Childress	$37,916
Childress County	$50,582
Chillicothe	$172
China	$522
China Grove	$598
New Berlin	$4
New Boston	$6,953
New Braunfels	$307,313
New Chapel Hill	$288
New Deal	$338
New Fairview	$2,334
New Home	$9
New Hope	$1,024
New London	$4,129
New Summerfield	$442
New Waverly	$2,562
Newark	$520
Newcastle	$914
Newton	$6,102
Newton County	$158,006
Neylandville	$163
Niederwald	$16
Nixon	$2,283
Nocona	$16,536
Nolan County	$50,262
Nolanville	$4,247
Nome	$391
Noonday	$226
Nordheim	$697
Normangee	$6,192
North Cleveland	$105
North Richland Hills	$146,419
Northlake	$8,905
Novice	$76
Nueces County	$1,367,932
O'Brien	$76
O'Donnell	$27
Oak Grove	$2,769
Oak Leaf	$612
Oak Point	$9,011
Oak Ridge	$358
Oak Ridge North	$33,512
Oak Valley	$7
Oakwood	$148
Ochiltree County	$15,476

Chireno	$1,568
Christine	$354
Cibolo	$13,690
Cisco	$7,218
Clarendon	$114
Clarksville	$20,891
Clarksville City	$54
Claude	$26
Clay County	$72,050
Clear Lake Shores	$6,682
Cleburne	$228,184
Cleveland	$96,897
Clifton	$9,939
Clint	$375
Clute	$51,350
Clyde	$17,287
Coahoma	$2,291
Cochran County	$3,389
Cockrell Hill	$512
Coffee City	$1,087
Coke County	$5,522
Coldspring	$447
Coleman	$5,442
Coleman County	$4,164
College Station	$258,147
Colleyville	$46,049
Collin County	$1,266,721
Collingsworth County	$19,234
Collinsville	$1,831
Colmesneil	$2,211
Colorado City	$8,405
Colorado County	$49,084
Columbus	$6,867
Comal County	$396,142
Comanche	$16,503
Comanche County	$50,964
Combes	$1,710
Combine	$1,892
Commerce	$33,869
Como	$415
Odem	$7,420
Odessa	$559,163
Oglesby	$29
Old River-Winfree	$21,653
Oldham County	$10,318
Olmos Park	$9,801
Olney	$6,088
Olton	$1,197
Omaha	$4,185
Onalaska	$31,654
Opdyke West	$479
Orange	$311,339
Orange County	$689,818
Orange Grove	$1,677
Orchard	$867
Ore City	$6,806
Overton	$7,900
Ovilla	$13,391
Oyster Creek	$9,633
Paducah	$125
Paint Rock	$141
Palacios	$14,036
Palestine	$178,009
Palisades	$240
Palm Valley	$1,918
Palmer	$12,666
Palmhurst	$4,660
Palmview	$7,577
Palo Pinto County	$124,621
Pampa	$67,227
Panhandle	$9,536
Panola County	$80,699
Panorama Village	$1,292
Pantego	$12,898
Paradise	$52
Paris	$201,180
Parker	$10,307
Parker County	$476,254
Parmer County	$15,866
Pasadena	$356,536

Concho County	$3,859
Conroe	$466,671
Converse	$27,693
Cooke County	$200,451
Cool	$731
Coolidge	$243
Cooper	$362
Coppell	$86,593
Copper Canyon	$489
Copperas Cove	$133,492
Corinth	$75,298
Corpus Christi	$1,812,707
Corral City	$143
Corrigan	$21,318
Corsicana	$87,310
Coryell County	$123,659
Cottle County	$875
Cottonwood	$289
Cottonwood Shores	$1,203
Cotulla	$1,251
Coupland	$266
Cove	$387
Covington	$519
Coyote Flats	$1,472
Crandall	$12,094
Crane	$10,599
Crane County	$26,146
Cranfills Gap	$128
Crawford	$383
Creedmoor	$16
Cresson	$1,086
Crockett	$23,403
Crockett County	$18,210
Crosby County	$18,388
Crosbyton	$1,498
Cross Plains	$4,877
Cross Roads	$244
Cross Timber	$542
Crowell	$6,335
Crowley	$22,345
Pattison	$1,148
Patton Village	$9,268
Payne Springs	$1,770
Pearland	$333,752
Pearsall	$11,570
Pecan Gap	$719
Pecan Hill	$229
Pecos	$7,622
Pecos County	$46,997
Pelican Bay	$1,199
Penelope	$415
Penitas	$312
Perryton	$23,364
Petersburg	$1,691
Petrolia	$17
Petronila	$5
Pflugerville	$86,408
Pharr	$144,721
Pilot Point	$11,613
Pine Forest	$3,894
Pine Island	$3,141
Pinehurst	$32,671
Pineland	$4,138
Piney Point Village	$15,738
Pittsburg	$20,526
Plains	$129
Plainview	$60,298
Plano	$1,151,608
Pleak	$270
Pleasant Valley	$308
Pleasanton	$29,011
Plum Grove	$258
Point	$1,519
Point Blank	$355
Point Comfort	$447
Point Venture	$588
Polk County	$370,831
Ponder	$1,282
Port Aransas	$31,022
Port Arthur	$367,945

Crystal City	$19,412
Cuero	$24,689
Culberson County	$789
Cumby	$5,320
Cuney	$606
Cushing	$1,120
Cut and Shoot	$2,141
DISH	$19
Daingerfield	$12,476
Daisetta	$5,370
Dalhart	$11,609
Dallam County	$21,686
Dallas County	$8,538,291
Dallas	$2,999,902
Dalworthington Gardens	$6,060
Danbury	$4,231
Darrouzett	$101
Dawson	$600
Dawson County	$46,911
Dayton	$47,122
Dayton Lakes	$38
De Kalb	$1,035
De Leon	$8,218
De Witt County	$68,895
DeCordova	$13,778
DeSoto	$72,400
Deaf Smith County	$34,532
Dean	$141
Decatur	$56,669
Deer Park	$49,388
Del Rio	$59,056
Dell City	$15
Delta County	$30,584
Denison	$210,426
Denton	$458,334
Denton County	$1,132,298
Denver City	$2,104
Deport	$42
Detroit	$965
Devers	$191
Port Isabel	$9,802
Port Lavaca	$11,752
Port Neches	$38,849
Portland	$76,517
Post	$2,332
Post Oak Bend City	$1,034
Poteet	$6,767
Poth	$3,974
Potter County	$371,701
Pottsboro	$12,302
Powell	$110
Poynor	$1,180
Prairie View	$7,600
Premont	$3,321
Presidio	$148
Presidio County	$787
Primera	$2,958
Princeton	$19,245
Progreso	$8,072
Progreso Lakes	$39
Prosper	$22,770
Providence Village	$508
Putnam	$14
Pyote	$22
Quanah	$207
Queen City	$4,837
Quinlan	$7,304
Quintana	$492
Quitaque	$8
Quitman	$15,619
Rains County	$53,190
Ralls	$3,967
Rancho Viejo	$3,836
Randall County	$278,126
Ranger	$12,186
Rankin	$1,613
Ransom Canyon	$930
Ravenna	$685
Raymondville	$7,466
Reagan County	$25,215

Devine	$4,354
Diboll	$25,533
Dickens	$71
Dickens County	$1,873
Dickinson	$83,683
Dilley	$2,633
Dimmit County	$33,294
Dimmitt	$1,012
Dodd City	$1,211
Dodson	$447
Domino	$196
Donley County	$22,370
Donna	$13,798
Dorchester	$231
Double Oak	$4,765
Douglassville	$574
Dripping Springs	$811
Driscoll	$39
Dublin	$14,478
Dumas	$26,229
Duncanville	$58,328
Duval County	$49,109
Eagle Lake	$4,882
Eagle Pass	$56,005
Early	$14,838
Earth	$242
East Bernard	$5,554
East Mountain	$2,494
East Tawakoni	$2,723
Eastland	$15,896
Eastland County	$52,275
Easton	$329
Ector	$1,108
Ector County	$480,000
Edcouch	$4,101
Eden	$497
Edgecliff Village	$2,232
Edgewood	$13,154
Edinburg	$120,884
Edmonson	$136
Real County	$5,073
Red Lick	$23
Red Oak	$26,843
Red River County	$29,306
Redwater	$1,058
Reeves County	$103,350
Refugio	$8,839
Refugio County	$46,216
Reklaw	$1,136
Reno	$3,791
Reno	$11,164
Retreat	$52
Rhome	$12,285
Rice	$1,972
Richardson	$260,315
Richland	$210
Richland Hills	$24,438
Richland Springs	$2,234
Richmond	$77,606
Richwood	$12,112
Riesel	$1,118
Rio Bravo	$8,548
Rio Grande City	$25,947
Rio Hondo	$3,550
Rio Vista	$4,419
Rising Star	$1,933
River Oaks	$11,917
Riverside	$858
Roanoke	$275
Roaring Springs	$461
Robert Lee	$85
Roberts County	$547
Robertson County	$44,642
Robinson	$18,002
Robstown	$40,154
Roby	$428
Rochester	$674
Rockdale	$20,973
Rockport	$54,253
Rocksprings	$25

Edna	$18,194
Edom	$2,149
Edwards County	$975
El Campo	$31,700
El Cenizo	$621
El Lago	$5,604
El Paso	$1,224,371
El Paso County	$2,592,121
Eldorado	$50
Electra	$15,716
Elgin	$26,284
Elkhart	$301
Ellis County	$315,372
Elmendorf	$746
Elsa	$7,720
Emhouse	$83
Emory	$3,878
Enchanted Oaks	$1,299
Encinal	$1,515
Ennis	$81,839
Erath County	$102,616
Escobares	$40
Estelline	$909
Euless	$92,824
Eureka	$334
Eustace	$2,089
Evant	$2,068
Everman	$7,692
Fair Oaks Ranch	$8,077
Fairchilds	$81
Fairfield	$1,245
Fairview	$32,245
Falfurrias	$2,221
Falls City	$41
Falls County	$34,522
Fannin County	$131,653
Farmers Branch	$94,532
Farmersville	$10,532
Farwell	$343
Fate	$3,473
Rockwall	$114,308
Rockwall County	$168,820
Rocky Mound	$280
Rogers	$3,818
Rollingwood	$4,754
Roma	$16,629
Roman Forest	$8,610
Ropesville	$2,122
Roscoe	$778
Rose City	$4,012
Rose Hill Acres	$2,311
Rosebud	$1,489
Rosenberg	$126,593
Ross	$147
Rosser	$549
Rotan	$1,493
Round Mountain	$454
Round Rock	$475,992
Round Top	$140
Rowlett	$99,963
Roxton	$47
Royse City	$23,494
Rule	$800
Runaway Bay	$6,931
Runge	$255
Runnels County	$33,831
Rusk	$17,991
Rusk County	$151,390
Sabinal	$1,811
Sabine County	$46,479
Sachse	$23,400
Sadler	$925
Saginaw	$31,973
Salado	$3,210
San Angelo	$536,509
San Antonio	$4,365,416
San Augustine	$25,182
San Augustine County	$37,854
San Benito	$40,015
San Diego	$11,771

Fayette County	$92,440
Fayetteville	$391
Ferris	$13,873
Fisher County	$5,518
Flatonia	$5,661
Florence	$3,949
Floresville	$21,699
Flower Mound	$215,256
Floyd County	$9,049
Floydada	$6,357
Foard County	$5,764
Follett	$212
Forest Hill	$26,132
Forney	$80,112
Forsan	$576
Fort Bend County	$1,506,719
Fort Stockton	$4,411
Fort Worth	$2,120,790
Franklin	$3,931
Franklin County	$25,783
Frankston	$274
Fredericksburg	$56,486
Freeport	$72,973
Freer	$3,271
Freestone County	$50,495
Friendswood	$140,330
Frio County	$19,954
Friona	$2,848
Frisco	$405,309
Fritch	$4,548
Frost	$321
Fruitvale	$2,344
Fulshear	$5,272
Fulton	$1,602
Gaines County	$54,347
Gainesville	$153,980
Galena Park	$13,093
Gallatin	$1,253
Galveston	$488,187
Galveston County	$1,124,093
San Elizario	$7,831
San Felipe	$1,498
San Jacinto County	$197,398
San Juan	$28,845
San Leanna	$36
San Marcos	$325,688
San Patricio	$4,213
San Patricio County	$271,916
San Perlita	$2,219
San Saba	$10,057
San Saba County	$17,562
Sanctuary	$17
Sandy Oaks	$9,863
Sandy Point	$1,637
Sanford	$308
Sanger	$22,237
Sansom Park	$223
Santa Anna	$329
Santa Clara	$87
Santa Fe	$33,272
Santa Rosa	$2,138
Savoy	$2,349
Schertz	$60,110
Schleicher County	$5,695
Schulenburg	$2,560
Scotland	$148
Scottsville	$708
Scurry	$1,110
Scurry County	$73,116
Seabrook	$30,270
Seadrift	$991
Seagoville	$17,106
Seagraves	$7,531
Sealy	$20,637
Seguin	$376,538
Selma	$22,429
Seminole	$16,092
Seven Oaks	$3,917
Seven Points	$7,452
Seymour	$14,218

Ganado	$5,510
Garden Ridge	$11,351
Garland	$420,244
Garrett	$2,510
Garrison	$3,555
Gary City	$450
Garza County	$8,944
Gatesville	$26,994
George West	$6,207
Georgetown	$225,896
Gholson	$1,505
Giddings	$12,674
Gillespie County	$63,191
Gilmer	$33,951
Gladewater	$24,638
Glasscock County	$1,000
Glen Rose	$540
Glenn Heights	$16,593
Godley	$3,115
Goldsmith	$677
Goldthwaite	$1,225
Goliad	$3,563
Goliad County	$34,660
Golinda	$100
Gonzales	$14,882
Gonzales County	$33,230
Goodlow	$221
Goodrich	$9,643
Gordon	$365
Goree	$749
Gorman	$3,107
Graford	$23
Graham	$235,428
Granbury	$71,735
Grand Prairie	$445,439
Grand Saline	$36,413
Grandfalls	$65
Grandview	$6,600
Granger	$2,741
Granite Shoals	$11,834
Shackelford County	$1,288
Shady Shores	$594
Shallowater	$1,907
Shamrock	$4,328
Shavano Park	$3,178
Shelby County	$109,925
Shenandoah	$47,122
Shepherd	$147
Sherman	$330,585
Sherman County	$7,930
Shiner	$4,042
Shoreacres	$958
Silsbee	$66,442
Silverton	$14
Simonton	$1,906
Sinton	$23,658
Skellytown	$400
Slaton	$154
Smiley	$655
Smith County	$758,961
Smithville	$17,009
Smyer	$300
Snook	$1,422
Snyder	$9,018
Socorro	$11,125
Somerset	$1,527
Somervell County	$57,076
Somerville	$3,806
Sonora	$7,337
Sour Lake	$17,856
South Houston	$25,620
South Mountain	$154
South Padre Island	$30,629
Southlake	$70,846
Southmayd	$7,096
Southside Place	$885
Spearman	$14,000
Splendora	$7,756
Spofford	$7
Spring Valley Village	$16,404

Granjeno	$43
Grapeland	$7,287
Grapevine	$129,195
Gray County	$65,884
Grays Prairie	$17
Grayson County	$539,083
Greenville	$203,112
Gregg County	$243,744
Gregory	$4,697
Grey Forest	$474
Grimes County	$94,878
Groesbeck	$5,745
Groom	$965
Groves	$40,752
Groveton	$8,827
Gruver	$1,166
Guadalupe County	$146,824
Gun Barrel City	$36,302
Gunter	$4,609
Gustine	$34
Hackberry	$94
Hale Center	$6,042
Hale County	$79,150
Hall County	$8,933
Hallettsville	$6,895
Hallsburg	$272
Hallsville	$10,239
Haltom City	$71,800
Hamilton	$3,581
Hamilton County	$66,357
Hamlin	$4,656
Hansford County	$16,416
Happy	$327
Hardeman County	$15,219
Hardin	$100
Hardin County	$379,800
Harker Heights	$113,681
Harlingen	$165,429
Harris County	$14,966,202
Harrison County	$185,910
Springlake	$3
Springtown	$14,244
Spur	$427
St. Hedwig	$111
St. Jo	$7,360
St. Paul	$21
Stafford	$75,145
Stagecoach	$3,036
Stamford	$398
Stanton	$3,838
Staples	$19
Star Harbor	$151
Starr County	$99,896
Stephens County	$35,244
Stephenville	$83,472
Sterling City	$62
Sterling County	$939
Stinnett	$4,097
Stockdale	$741
Stonewall County	$1,822
Stratford	$8,378
Strawn	$987
Streetman	$5
Sudan	$32
Sugar Land	$321,561
Sullivan City	$6,121
Sulphur Springs	$124,603
Sun Valley	$4
Sundown	$2,592
Sunnyvale	$3,248
Sunray	$2,571
Sunrise Beach Village	$2,083
Sunset Valley	$9,425
Surfside Beach	$6,530
Sutton County	$6,541
Sweeny	$4,503
Sweetwater	$68,248
Swisher County	$7,251
Taft	$5,861
Tahoka	$430

Hart	$86
Hartley County	$786
Haskell	$10,829
Haskell County	$22,011
Haslet	$1,908
Hawk Cove	$674
Hawkins	$7,932
Hawley	$931
Hays	$506
Hays County	$529,489
Hearne	$16,824
Heath	$28,751
Hebron	$687
Hedley	$70
Hedwig Village	$13,067
Helotes	$15,790
Hemphill	$8,035
Hemphill County	$14,394
Hempstead	$21,240
Henderson	$59,966
Henderson County	$327,965
Henrietta	$2,720
Hereford	$20,423
Hewitt	$19,776
Hickory Creek	$16,510
Hico	$5,534
Hidalgo	$26,621
Hidalgo County	$1,253,103
Hideaway	$922
Higgins	$43
Highland Haven	$320
Highland Park	$43,383
Highland Village	$50,315
Hill Country Village	$6,485
Hill County	$127,477
Hillcrest	$5,345
Hillsboro	$46,609
Hilshire Village	$859
Hitchcock	$28,796
Hockley County	$46,407
Talco	$372
Talty	$9,124
Tarrant County	$6,171,159
Tatum	$972
Taylor	$57,945
Taylor County	$351,078
Taylor Lake Village	$412
Taylor Landing	$153
Teague	$1,714
Tehuacana	$12
Temple	$280,747
Tenaha	$4,718
Terrell	$148,706
Terrell County	$5,737
Terrell Hills	$9,858
Terry County	$25,423
Texarkana	$192,094
Texas City	$298,702
Texhoma	$156
Texline	$865
The Colony	$114,297
The Hills	$1,004
Thompsons	$1,897
Thorndale	$1,595
Thornton	$270
Thorntonville	$87
Thrall	$825
Three Rivers	$4,669
Throckmorton	$29
Throckmorton County	$5,695
Tiki Island	$2,178
Timbercreek Canyon	$369
Timpson	$12,642
Tioga	$2,390
Tira	$185
Titus County	$70,611
Toco	$4
Todd Mission	$1,680
Tolar	$2,369
Tom Bean	$2,293

Holiday Lakes	$1,795
Holland	$77
Holliday	$5,910
Hollywood Park	$9,424
Hondo	$115,288
Honey Grove	$7,196
Hood County	$292,105
Hooks	$2,702
Hopkins County	$149,518
Horizon City	$7,520
Horseshoe Bay	$48,173
Houston County	$78,648
Houston	$7,021,793
Howard County	$89,330
Howardwick	$84
Howe	$9,177
Hubbard	$3,635
Hudson	$6,840
Hudson Oaks	$15,637
Hudspeth County	$985
Hughes Springs	$4,442
Humble	$73,952
Hunt County	$309,851
Hunters Creek Village	$14,708
Huntington	$8,792
Huntsville	$80,373
Hurst	$99,187
Hutchins	$9,551
Hutchinson County	$74,630
Hutto	$38,346
Huxley	$738
Idalou	$1,999
Impact	$8
Indian Lake	$473
Industry	$604
Ingleside on the Bay	$142
Ingleside	$40,487
Ingram	$5,243
Iola	$3,164
Iowa Colony	$4,090
Tom Green County	$282,427
Tomball	$34,620
Tool	$14,787
Toyah	$40
Travis County	$4,703,473
Trent	$63
Trenton	$3,089
Trinidad	$5,859
Trinity	$23,652
Trinity County	$105,766
Trophy Club	$29,370
Troup	$7,918
Troy	$5,320
Tulia	$8,911
Turkey	$737
Tuscola	$138
Tye	$1,766
Tyler	$723,829
Tyler County	$131,743
Uhland	$1,545
Uncertain	$185
Union Grove	$994
Union Valley	$666
Universal City	$28,428
University Park	$50,833
Upshur County	$128,300
Upton County	$8,499
Uvalde	$18,439
Uvalde County	$36,244
Val Verde County	$117,815
Valentine	$207
Valley Mills	$2,228
Valley View	$1,824
Van	$6,206
Van Alstyne	$43,749
Van Horn	$211
Van Zandt County	$248,747
Vega	$974
Venus	$9,792
Vernon	$81,337

Iowa Park	$23,487
Iraan	$56
Iredell	$216
Irion County	$9,105
Irving	$427,818
Italy	$5,349
Itasca	$8,694
Ivanhoe	$26
Jacinto City	$14,141
Jack County	$14,799
Jacksboro	$23,254
Jackson County	$37,984
Jacksonville	$80,179
Jamaica Beach	$4,913
Jarrell	$2,423
Jasper	$78,422
Jasper County	$248,855
Jayton	$63
Jeff Davis County	$8,500
Jefferson	$11,194
Jefferson County	$756,614
Jersey Village	$36,347
Jewett	$9,338
Jim Hogg County	$12,718
Jim Wells County	$166,539
Joaquin	$810
Johnson City	$3,581
Johnson County	$408,692
Jolly	$26
Jones County	$22,001
Jones Creek	$5,078
Jonestown	$6,419
Josephine	$881
Joshua	$20,619
Jourdanton	$9,600
Junction	$4,825
Justin	$8,575
Karnes City	$11,632
Karnes County	$35,249
Katy	$52,467
Victoria	$84,598
Victoria County	$520,886
Vidor	$95,620
Vinton	$622
Volente	$333
Von Ormy	$513
Waco	$512,007
Waelder	$3,427
Wake Village	$174
Walker County	$184,624
Waller County	$126,206
Waller	$11,295
Wallis	$2,698
Walnut Springs	$183
Ward County	$67,920
Warren City	$66
Washington County	$83,727
Waskom	$5,346
Watauga	$33,216
Waxahachie	$152,094
Weatherford	$207,872
Webb County	$505,304
Webberville	$1,280
Webster	$53,202
Weimar	$5,830
Weinert	$234
Weir	$443
Wellington	$9,111
Wellman	$383
Wells	$1,357
Weslaco	$73,949
West	$3,522
West Columbia	$17,958
West Lake Hills	$17,056
West Orange	$42,452
West Tawakoni	$6,995
West University Place	$34,672
Westbrook	$43
Westlake	$41,540
Weston	$266

Kaufman	$27,607
Kaufman County	$353,047
Keene	$38,296
Keller	$79,189
Kemah	$28,325
Kemp	$6,419
Kempner	$330
Kendall County	$100,643
Kendleton	$13
Kenedy	$676
Kenedy County	$1,000
Kenefick	$416
Kennard	$132
Kennedale	$21,024
Kent County	$939
Kerens	$1,924
Kermit	$5,652
Kerr County	$218,452
Kerrville	$190,357
Kilgore	$105,583
Killeen	$535,650
Kimble County	$20,480
King County	$1,000
Kingsville	$20,083
Kinney County	$2,142
Kirby	$8,752
Kirbyville	$10,690
Kirvin	$2
Kleberg County	$124,109
Knollwood	$1,160
Knox City	$1,962
Knox County	$11,730
Kosse	$2,468
Kountze	$19,716
Kress	$186
Krugerville	$1,508
Krum	$9,661
Kurten	$686
Kyle	$51,835
La Feria	$10,381
Weston Lakes	$189
Westover Hills	$4,509
Westworth Village	$7,842
Wharton	$31,700
Wharton County	$72,887
Wheeler	$447
Wheeler County	$26,273
White Deer	$1,273
White Oak	$15,305
White Settlement	$23,304
Whiteface	$155
Whitehouse	$29,017
Whitesboro	$18,932
Whitewright	$7,098
Whitney	$73
Wichita County	$552,371
Wichita Falls	$832,574
Wickett	$87
Wilbarger County	$55,124
Willacy County	$24,581
Williamson County	$1,195,987
Willis	$24,384
Willow Park	$26,737
Wills Point	$43,765
Wilmer	$426
Wilson	$12
Wilson County	$121,034
Wimberley	$724
Windcrest	$12,908
Windom	$1,087
Windthorst	$3,385
Winfield	$290
Wink	$120
Winkler County	$61,163
Winnsboro	$28,791
Winona	$319
Winters	$6,229
Wise County	$289,074
Wixon Valley	$441
Wolfe City	$5,466

La Grange	$9,623	Wolfforth	$4,022
La Grulla	$1,708	Wood County	$267,048
La Joya	$8,457	Woodbranch	$9,617
La Marque	$98,930	Woodcreek	$358
La Porte	$91,532	Woodloch	$1,012
La Salle County	$14,975	Woodsboro	$1,130
La Vernia	$3,217	Woodson	$122
La Villa	$572	Woodville	$20,340
La Ward	$321	Woodway	$25,713
LaCoste	$159	Wortham	$376
Lacy-Lakeview	$11,599	Wylie	$114,708
Ladonia	$2,011	Yantis	$2,072
Lago Vista	$13,768	Yoakum County	$34,924
Laguna Vista	$3,689	Yoakum	$20,210
Lake Bridgeport	$232	Yorktown	$5,447
Lake City	$2,918	Young County	$44,120
Lake Dallas	$25,314	Zapata County	$56,480
Lake Jackson	$75,781	Zavala County	$38,147
Lake Tanglewood	$613	Zavalla	$1,088
Lake Worth	$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total ($700 million)

Health Care Region Allocation*: $693 million; Administrative Costs: $7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	$24,220,521
9	Dallas, Kaufman	$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	$12,124,354
15	El Paso, Hudspeth	$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	$23,042,947
18	Collin, Denton, Grayson, Rockwall	$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	$6,755,656
	Administrative Costs	$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT "B"

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "C"

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____